

ADDENDUM ONE – 8-25-09

RETIREMENT SYSTEMS OF ALABAMA

GM BUILDING RENOVATION PROJECT

OWNER CONTROLLED INSURANCE PROGRAM

INSURANCE MANUAL



W b

Retirement Systems of Alabama

GM Building Renovation Project

Owner Controlled Insurance Program

Insurance Manual Revision

List of Revisions to the 7-1-09 Edition of the Manual
Resulting in the 8-25-09 Edition of the Manual

1. Paula Gardner's direct phone number is corrected on page 2 to read 205-868-0387.
2. Builder's Risk reference on the top of page 11 note was added (Refer to Bid Specs)
3. Yellow highlight box removed on page 22.
4. Sample certificate for enrolled contractors updated on page 30 to show Construction Manager is also listed as an additional insured and waiver of subrogation to match wording in manual.
5. Sample certificate for non-enrolled contractors updated on page 31 to show Construction Manager is also listed as an additional insured and waiver of subrogation to match wording in manual.
6. Yellow highlight box removed on page 34.
7. Peggy Funderburk's fax number is corrected on page 35, Notice of Subcontract Award and Request for Insurance form, to read 205-871-0602.

TABLE OF CONTENTS

SECTION 1:	OVERVIEW OF PROGRAM
SECTION 2:	PROGRAM DIRECTORY <ul style="list-style-type: none">• OCIP Sponsor• OCIP Administrator• OCIP Insurance Companies
SECTION 3:	PROGRAM DEFINITIONS
SECTION 4:	OCIP INSURANCE COVERAGE <ul style="list-style-type: none">• General Liability• Excess Liability
SECTION 5:	OTHER COVERAGES <ul style="list-style-type: none">• Builders Risk• Contractors Pollution Liability
SECTION 6:	CONTRACTOR REQUIRED COVERAGE <ul style="list-style-type: none">• Workers' Compensation• General Liability• Business Automobile Liability• Umbrella/Excess Liability• Other
SECTION 7:	CONTRACTOR'S RESPONSIBILITIES <ul style="list-style-type: none">• Contractor Responsibilities• Administration Process
SECTION 8:	SAFETY & CLAIM PROCEDURES
SECTION 9:	OCIP FORMS

OVERVIEW

Sponsor, Retirement Systems of Alabama (RSA) has elected to implement an Owner Controlled Insurance Program (OCIP) for enrolled Contractors providing direct labor at the Project Site. Project Site is the Sponsor's GM Office Building in Mobile, Alabama. The Sponsor agrees to pay all premiums for coverages provided by the OCIP.

The advantages of a Controlled Insurance Program include:

- Uniform insurance protection;
- Extended completed operations coverage;
- Centralized safety, loss prevention and claims handling program; and
- Reduction of potential litigation between contractors.

PARTICIPATION IS MANDATORY, except for Excluded Contractors, as defined herein, BUT IT IS NOT AUTOMATIC. Each Eligible Contractor must follow enrollment procedures as described in Section 6 below.

The Sponsor has elected to provide a Bid Alternate Program. Contractors are required to identify the total cost of first dollar General Liability and Umbrella/Excess insurance that has been excluded from their base bid price for the proposed scope of work. In calculating insurance costs, Contractors shall use the limits of insurance specified in the Contractor Required Coverage section of this Manual.

OCIP enrollment and compliance are as important as the actual work specifications. All terms and conditions of this OCIP Manual are incorporated by reference into your contract and, accordingly, all provisions require mandatory compliance.

The OCIP Manual may only be updated and distributed during the course of the Project by the OCIP Administrator AND subject to review and final approval by the Sponsor. Any revised versions shall replace and supersede any previous versions.

NOTE: This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the insurance policies will govern how coverage is applied. The information herein is not intended to alter any provisions of the actual contract documents of the Contractors, and if any such conflict occurs, the contract documents will govern.

PROGRAM DIRECTORY

SPONSOR

Retirement Systems of Alabama (RSA)

OCIP Administration

Peggy Funderburk
OCIP Administrator
Willis of Alabama, Inc.

2101 6th Avenue North, Suite 1200
Birmingham, AL 35203
Phone- Direct: 205-868-0386
Phone- Front Desk: 205-871-3300
Fax: 205-871-0602
Email: peggy.funderburk@willis.com

Paula Gardner
Assistant OCIP Administrator
Willis of Alabama, Inc.

2101 6th Avenue North, Suite 1200
Birmingham, AL 35203
Phone- Direct: 205-868-0387
Phone- Front Desk: 205-871-3300
Fax: 205-871-0602
Email: paula.gardner@willis.com

OCIP Program Manager

Candace Stiff
Senior Client Manager
Willis of Alabama, Inc.

201 Monroe Street, Suite 2150
Montgomery, AL 36104
Phone: 334-264-8282
Fax: 334-265-7639
Email: candace.stiff@willis.com

OCIP Account Executive

Jay Berg
Senior Vice President
Willis of Alabama, Inc.

201 Monroe Street, Suite 2150
Montgomery, AL 36104
Phone: 334-264-8282
Fax: 334-265-7639
Email: jay.berg@willis.com

OCIP Consultant

Bruce W. Hodges
President and CEO
Vision Insurance Group, LLC

201 Monroe Street, Suite 2150
Montgomery, AL 36104
Phone: 334-263-6450
Fax: 334-265-6984
Email: bruceh@visioninsurancegroup.com

OCIP Loss Control Consultant

John Placey
Senior Vice President
Manager Risk Control Services
Willis of Alabama, Inc.

2101 6th Avenue North, Suite 1200
Birmingham, AL 35203
Phone- Direct: 205-868-0275
Phone- Front Desk: 205-871-3300
Fax: 205-871-0602
Email: john.placey@willis.com

OCIP Claims Consultant

Gene Akins
Vice President & Claim Consultant
Willis of Alabama, Inc.

2101 6th Avenue North, Suite 1200
Birmingham, AL 35203
Phone- Direct: 205-868-0271
Phone- Front Desk: 205-871-3300
Fax: 205-871-0602
Email: gene.akers@willis.com

CRC Account Service Manager

Lou Yeager
Senior Broker
CRC

550 N. Brand Blvd., Suite 1990
Glendale, CA 91203
Phone: 818-844-5916
Fax: 866-822-0969
Email: lyeager@crcins.com

CRC CLAIMS

Denise Lebeau
Claims Coordinator
CRC

550 N. Brand Blvd., Suite 1990
Glendale, CA 91203
Phone: 818-844-5925
Fax: 866-822-0969
Email: dlebeau@crcins.com

Patricia Metoyer
Claims Coordinator
CRC

550 N. Brand Blvd., Suite 1990
Glendale, CA 91203
Phone: 818-844-5905
Fax: 866-822-0969
Email: pmetoyer@crcins.com

DEFINITIONS

Bid Alternate Program	Contractor's original scope of work and subsequent change orders will be bid with insurance costs excluded. The contractor shall complete the Enrollment Form to identify the total cost of insurance that has been excluded from the bid price for coverage provided by the Sponsor for work performed at the Project Site. The identified cost for insurance coverage is subject to review and approval by the OCIP Administrator and Sponsor. Requirements for determining the cost of insurance are further defined in Section 7.
Contractor	As respects the OCIP, "Contractor" includes: construction managers, prime contractors, general contractors and subcontractors of all tiers that perform work on the Project Site.
Owner Controlled Insurance Program (OCIP)	A coordinated master insurance, safety and claim management program, under which Commercial General Liability and Excess Liability are procured or provided on a project basis for all enrolled contractors, while performing operations at the Project Site.
Eligible Contractors	Contractors performing labor or services at the project site are eligible to be enrolled in the OCIP. Suppliers that perform or subcontract installation, temporary labor services, and leasing companies providing direct labor are considered Eligible Contractors. The Sponsor may, at its discretion, include a Contractor who otherwise, by definition, would be an Excluded Contractor.
Enrolled Contractors	Contractors who have been awarded work, met the enrollment requirements, and have been issued a Certificate of Insurance by the OCIP Administrator.

Excluded Parties

Contractors or companies excluded from the OCIP:

- Vendors, suppliers (who do not perform or subcontract installation at the Project Site), material dealers; manufacturing representatives, equipment and rental companies who perform equipment maintenance (does not apply to those who provide operators);
- Contract haulers or truckers (or others merely making deliveries or pickups from the project site);
- Asbestos abatement or other hazardous materials remediation
- Architects, surveyors, soil testing contractors and their consultants
- Contractors whose sole scope of work includes Exterior Insulation and Finish Systems;
- Contractors whose sole scope of work includes blasting and/or demolition;
- Guard services, janitorial services and food services;
- The Sponsor may at its discretion exclude others from the OCIP.

Project Site/Activities

The premises, as designated by Sponsor, including operations necessary or incidental to the Project Site which may be non-contiguous, i.e., staging or storage yards and adjacent utility work. This does not include Contractors' regularly established workplace, plant, factory, office, shop, warehouse, permanent yards or other off-site locations of contractors, even if such locations are for fabrication of materials to be used at the Project Site.

Sponsor

Usually the owner of the construction project or the General Contractor. The entity that determines which insurance coverages will be included procures the policies and controls the insurance program.

OCIP INSURANCE COVERAGE

This section provides a brief description of the coverages provided under the OCIP. The Contractor shall refer to the actual policies for details concerning coverages, exclusions, and limitations. While the OCIP is intended to provide uniform coverages and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Enrolled Contractors. Contractor shall discuss the OCIP with its insurance agent or consultant to assure that proper coverages are maintained. The Contractor’s agent shall also be notified that the work performed on-site will be insured under the OCIP. The intent of this notification is to inform the Contractor’s standard program underwriters that the insurance coverages provided under the OCIP are primary on the project site.

Commercial General Liability: (Off-site operations are excluded unless scheduled)

	Limits of Liability <u>Shared by all Enrolled Contractors</u>
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Damages to Premises Rented to You Limit	Excluded
Medical Expense Limit	Excluded
<ul style="list-style-type: none"> • Products Completed Operations Extension for 13 years after substantial completion • All limits reinstate annually except products/completed operations • A per occurrence Bodily Injury and Property Damage deductible of \$10,000 will be the responsibility of the Contractor 	

Excess Liability: (Off-site operations are excluded)

	Limits of Liability <u>Shared by all Enrolled Contractors</u>
Each Occurrence Limits	\$50,000,000
Annual General Aggregate (reinstates annually)	\$50,000,000
<ul style="list-style-type: none"> • Products Completed Operations Extension for 13 years (single limit) 	

Warranty Coverage

The OCIP will continue to provide coverage for general liability claims which result from warranty work undertaken by Enrolled Contractors for a period of 60 months after the Contractor’s coverage under the OCIP is terminated at the conclusion of their work at the Project Site. Injuries to Contractor employees while involved in warranty work should be covered under the Contractor’s policy.

Evidence of Coverage

Certificates of Insurance will be issued to each Enrolled Contractor by the OCIP Administrator evidencing Commercial General Liability and Excess Liability coverages. Contractor agrees to be bound by the terms and conditions of the OCIP Policies.

Contract Termination

Upon completion of all their work at the Project Site, Contractors whose practice policies have been endorsed with a Designated Workplace Exclusion Endorsement should advise their broker/agent of the completion of the work and request the endorsement be deleted from their policies. The endorsement must be deleted prior to any Contractor undertaking warranty work at the Project Site.

Enrolled Contractors with more than one contract will maintain coverage under the Sponsor's OCIP until the last contract is terminated.

The Sponsor has elected to provide extended warranty coverage. General liability exposures will continue to be covered under the OCIP while the Contractor is performing warranty work at the Project Site. All other exposures should be covered by the Contractor's practice policies.

OCIP Termination/Modification

The Sponsor reserves the right to terminate or to modify the OCIP or any portion thereof. The Sponsor will provide thirty (30) days advance written notice of termination or material modification to the Enrolled Contractor(s) and covered by the OCIP. In such event, the Enrolled Contractor(s) will promptly obtain appropriate replacement insurance coverage acceptable to the Sponsor. Written evidence of such insurance will be provided to the Sponsor prior to the effective date of the termination or modification of the OCIP coverages. The reasonable cost of such replacement insurance shall be reimbursed by the Sponsor to the Enrolled Contractor(s) by issuing additive change orders.

OTHER COVERAGES PROVIDED BY SPONSOR IN ADDITON TO THE OCIP

Builders Risk

(Optional – Refer to Bid Specs to determine if provided by Sponsor or Contractor)

Builders Risk coverage will be provided by the Sponsor with limits equal to the replacement cost of the work, subject to sub limits, standard exclusions, property limitations and conditions. The policy shall include the interest of the Sponsor, Contractor and subcontractors as their interest may appear. The policy will cover structures and materials during the course of construction that are part of “the work” and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy limits, terms, conditions and limitations. Contractor shall confirm the transit and temporary storage limits provided by the policy are adequate for the items in transit and storage.

Contractor shall be responsible for prompt payment to Owner of the first Ten Thousand Dollars (\$10,000) for each occurrence of any loss covered under the Builders Risk caused in whole or in part by Contractor or its Subcontractors to whatever tier. Determination of responsibility for loss or damage will be determined by the Sponsor or Sponsor’s Representative.

Builders Risk will not provide coverage against loss by theft, disappearance or damage of any materials (unless materials are to be incorporated into the Project), tools or equipment of the Contractor or any tier of subcontractor or any other person furnishing labor or materials for the work. The Contractor and all subcontractors agree to indemnify, defend, and hold the Sponsor and its officers, agents and employees harmless from, and waive any and all claims for, any such loss, theft, or disappearance.

Contractors Pollution Liability

Contractors Pollution Liability insurance providing coverage for pollution incidents at the Project Site will be provided with coverage for third-party bodily injury, third-part property damage, cleanup costs and defense costs. The policy will be on a claims-made basis with liability limits of \$15,000,000.

Contractors and subcontractors of all tiers should discuss the insurance coverages provided by the Sponsor with their insurance agent or consultant to assure that proper coverages and limits are maintained. If the Contractor elects to purchase additional coverage, any applicable deductible or self-insured retention will be the responsibility of the Contractor.

CONTRACTOR REQUIRED COVERAGE

Insurance Required of Enrolled Parties

SECTION A

The Sponsor, Retirement Systems of Alabama, has elected to implement an Owner Controlled Insurance Program (OCIP) providing General Liability and Excess Liability coverages for work at the project site (GM Building Renovation Project, Mobile, Alabama) or approved sites incidental and/or adjacent to the work. No off-site exposures will be covered under the program. Contractors and Subcontractors of every tier shall comply with the OCIP Manual. Enrollment in the OCIP will be mandatory for all Contractors, except Excluded Contractors, with Sponsor reserving the right to determine who may not participate. Contractors and Subcontractors, upon notice of award, will be required to submit the appropriate enrollment forms found in the OCIP Manual.

The Sponsor has also elected to implement a Contractors Pollution Liability policy providing coverage for the Contractors and Subcontractors on the Project.

Election by Sponsor to provide any insurance specified herein, shall in no way relieve or limit any responsibility or obligation imposed by the Agreement on Contractor or any Subcontractor, including without limitation Contractor's obligation to provide all required coverage not provided in Sponsor's OCIP. In addition, Sponsor-provided insurance shall not apply to suppliers, material men, contractors, vendors, and others who merely transport, pick-up, deliver or carry materials, personnel, parts, equipment or any other items or persons to or from the Project Site; Architects, surveyors, soil testing contractors and their consultant, Asbestos abatement or other hazardous materials remediation contractors; contractors whose scope of work includes EFIS; contractors whose scope of work includes blasting and/or demolition; guard and janitorial services and other contractors in which the Sponsor may, at its discretion, exclude from the OCIP. The Sponsor does not make any representations, guarantees, or warranties, express or implied, as to fitness and/or quality of coverage. Contractor will be required to provide all insurance information prior to starting Work, and shall also be required to incorporate the OCIP Manual in all Subcontractor agreements of whatever tier.

The Contractor will have no coverage under the OCIP for Professional Liability claims. Contractor shall obtain coverage for all potential Professional Liability claims.

Any insured loss by coverage purchased and maintained by Sponsor will be adjusted with the Sponsor and made payable to Sponsor for the insureds as their interest may appear.

Contractors and Subcontractors of every tier acknowledge and agree that the applicable costs associated with their respective work at the Project site for insurance coverages provided by the Sponsor have been separately identified by alternate bid.

SECTION B

All Contractors and Subcontractors are required to maintain, at their own expense the following coverages. These coverages must be maintained to protect both the Sponsor and the Contractor. Extent of coverage required and /or any approval or acceptance of the insurance carried shall not act to modify the liability of the Contractor, nor to imply that the limits, features and/or coverages described are adequate to protect the interests or exposures of the contractor.

- Workers' Compensation and Employer's Liability Insurance
- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance
- Umbrella/Excess Liability Insurance
- Contractors Equipment Insurance
- Builder's Risk (Refer to Bid Specs)
- Excess Contractors Pollution Liability (Optional)

The enrolled parties will provide and maintain the types of insurance described below in a company or companies legally authorized to transact insurance business in the State of Alabama. All insurers will be rated at least A- VII in the current A.M. Best ratings guide or must be otherwise acceptable to the Sponsor. The enrolled parties will maintain the specified insurance coverage until all obligations under this contract are satisfied.

Workers' Compensation and Employer's Liability: The enrolled parties will maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction. Required limits for Workers' Compensation and Employers Liability are as follows:

Workers' Compensation coverage will comply with the statutory limits of the State of Alabama, and will provide Employer's Liability insurance with limits not less than:

- \$1,000,000 bodily injury by accident for each person
- \$1,000,000 bodily injury by disease for each person
- \$1,000,000 bodily injury by disease-policy limit

Commercial General Liability: Insurance for premises and operations AWAY FROM THE PROJECT SITE AND APPROVED SITES INCIDENTAL AND/OR ADJACENT TO THE WORK of the enrolled parties (including products and completed operations covering products manufactured, assembled or otherwise worked upon away from the project site) in a form providing coverage not less than that of Commercial General Liability insurance policy, ISO CGL 12/07 or later for operations of the Contractors and Subcontractors of any tier covering claims arising out of the work hereunder for personal injury, bodily injury and property damage in a policy or policies with combined total available limits not less than:

- As respects all Contractors and Subcontractors of any tier, \$1,000,000 per occurrence,
- \$1,000,000 personal and advertising injury aggregate, \$2,000,000 general aggregate limit,
- \$2,000,000 aggregate products and completed operations, \$50,000 damage to rented premises each occurrence, and \$5,000 medical expense any one person.

Coverage shall include the following:

- Separation of Insureds Clause
- General Aggregate Per Project
- Explosion, Collapse & Underground Perils
- Fellow Employee Coverage
- Contractual Liability
- Products/Completed Operations – 2 Years after Substantial Completion
- Broad Form Property Damage
- Independent Contractors/Subcontractors
- Riggers Liability, If Applicable. The OCIP General Liability includes a care, custody and control exclusion. Contractor shall discuss the OCIP with its insurance agent or consultant to assure that proper coverages are maintained.
- If Enrolled Contractor chooses to have its own policy endorsed to include the Project Site during the construction period, coverage for the Contractor shall be Excess and/or Difference in Conditions (DIC) of the OCIP coverages. Inclusion of the Project Site on such insurance policy shall not replace the OCIP coverages or otherwise affect the cost identification requirements.

Any deductibles or self-insured retentions in place will be the responsibility of the enrolled parties with respect to off-site operations.

Commercial Automobile Liability: Covering all owned, hired, borrowed, leased or non-owned automobiles. Such insurance will provide coverage not less than that of the standard ISO Commercial Automobile Liability policy in limits not less than:

As respects all Contractors, and Subcontractors of any tier, \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Contractual Liability, if not provided in the basic policy form, is to be provided by endorsement.

The MCS-90 endorsement must be attached to the Commercial Automobile Liability policy if hazardous materials or waste are to be transported.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance, insuring against bodily injury, personal and advertising injury and property damage on a following form basis providing limits in excess of those specified above for Employers' Liability, Commercial General Liability and Commercial Automobile Liability. The limits of liability shall be not less than:

As respects Prime/General Contractors: \$5,000,000 per occurrence, \$5,000,000 annual aggregate limit and \$5,000,000 products and completed operations aggregate.

As respects Contractors, and Subcontractors of any tier: \$2,000,000 per occurrence, \$2,000,000 annual aggregate limit and \$2,000,000 products and completed operations aggregate.

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Any applicable deductible or self-insured retention will be the responsibility of the contractor.

Contractor's Equipment: The enrolled parties are responsible for their tools and equipment, including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. The enrolled parties agree that the Sponsor will not be responsible for any loss or damage to their tools and equipment. If insured, the enrolled parties' insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of the Sponsor, designer, engineer and all Contractors and Subcontractors of any tier. If uninsured, the enrolled parties will hold harmless the Sponsor, designer, engineer, and all Contractors and Subcontractors of any tier for loss or damage to their tools and equipment.

Builder's Risk (Refer to Bid Specs to determine if provided by Sponsor or Contractor): Builders Risk coverage will be provided by the Sponsor with limits equal to the replacement cost of the work, subject to sub limits, standard exclusions, property limitations and conditions. The policy shall include the interest of the Sponsor, Contractor and subcontractors as their interest may appear. The policy will cover structures and materials during the course of construction that are part of "the work" and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy limits, terms, conditions and limitations. Contractor shall confirm the transit and temporary storage limits provided by the policy are adequate for the items in transit and storage.

Contractor shall be responsible for prompt payment to Owner of the first Ten Thousand Dollars (\$10,000) for each incident of any loss covered under the Builders Risk caused in whole or in part by Contractor or its Subcontractors to whatever tier. Determination of responsibility for loss or damage will be determined by the Sponsor or Sponsor's Representative.

Builders Risk will not provide coverage against loss by theft, disappearance or damage of any materials (unless materials are to be incorporated into the Project), tools or equipment of the Contractor or any tier of subcontractor or any other person furnishing labor or materials for the work. The Contractor and all subcontractors agree to indemnify, defend, and hold the Sponsor and its officers, agents and employees harmless from, and waive any and all claims for, any such loss, theft, or disappearance.

Professional Liability (If applicable): All professional services firms must provide Professional Liability insurance appropriate for their profession. Architectural and engineering firms and their sub-consultants shall provide evidence of Professional Liability insurance while engaged in the performance of work on the project. Such policies shall include environmental coverage if scope of professional services provided includes environmental. The coverage must remain in force and effect for a minimum of two (2) years after completion of the project or contract termination. Minimum limits of liability shall be \$1,000,000 per wrongful act, error, or omission, with a minimum annual aggregate limit of \$1,000,000.

Any applicable deductible or self-insured retention will be the responsibility of the architectural or engineering firms and/or their sub-consultant(s) of any tier.

Excess Contractors Pollution Liability (Optional): The Sponsor has elected to purchase a project specific Contractors Pollution Liability policy for this project. The Contractors and Subcontractors of all tiers should discuss the insurance coverages provided by the Sponsor with their insurance agent or consultant to assure that proper coverages and limits are maintained. Any applicable premium for any additional coverage will be the responsibility of the contractor.

If Contractor elects to purchase additional coverage, any applicable deductible or self-insured retention will be the responsibility of the enrolled parties.

Other Coverages: The Sponsor reserves the right to require higher limits of liability or other insurance coverage than listed above as the Sponsor deems appropriate.

Contractors and Subcontractors should review their coverages with their insurance agent or insurance consultant. Contractors and Subcontractors may at their sole cost and expense obtain excess coverage over the coverage provided by the Sponsor. Any type of insurance, or any increase of limits of liability not described herein which the Contractor requires for their own protection, or on account of any statute, will be their own responsibility and at their own expense. Additional coverage purchased at the expense and election of the Contractor shall not replace the Sponsor provided coverages or otherwise affect the cost identification requirements.

SECTION C

Additional Insureds: This section replaces any other additional insured requirements in the contract. Each policy required (except Worker's Compensation/Employers Liability and Professional Liability, if selected as a required coverage) will name, as additional insureds, Retirement Systems of Alabama, Architect, Construction Manager, Alabama Building Commission, and their agents, consultants and employees. Commercial General Liability coverage maintained by Contractors and Subcontractors shall include Additional Insured Endorsements CG 20 10 and CG 20 37. Products and completed operations coverage shall be maintained for a minimum of 2 years after substantial completion.

Waiver Of Subrogation/Rights of Recovery: This section replaces any other waiver of subrogation requirements in the contract. The enrolled parties and their respective insurers providing Commercial General Liability, Employers Liability, Commercial Automobile Liability, Umbrella/Excess Liability or any other required coverages, will waive all rights of recovery against the Retirement Systems of Alabama, Architect, Construction Manager, Alabama Building Commission, and their agents, consultants and employees. The Contractor waives all rights of subrogation and recovery against other Contractors and other subcontractors of all tiers with respect to work on the project. The Contractor and each subcontractor will require all subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to work on the project.

Each enrolled party will pay all insurance premiums for any required insurance including any charges for required waivers of subrogation or the endorsement of additional insureds.

Primary And Non-Contributing: Insurance coverage for Workers Compensation, Automobile Liability and for work away from the project site required of the enrolled parties is primary and non-contributing.

Notice of Cancellation: All insurance policies and Certificates of Insurance will include a requirement providing for thirty (30) days prior written notice to the Sponsor of any cancellation or reduction in coverage, except ten (10) days for non-payment of premium. If any such notice is given, the Sponsor will have the right to require that a substitute policy (ies) be obtained prior to the cancellation date. Replacement Certificate(s) of Insurance shall be provided to the Sponsor and/or OCIP Administrator. The enrolled parties and excluded parties will immediately notify the Sponsor and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the Sponsor and/or OCIP administrator.

Occurrence: All policies must be issued upon an "Occurrence" form, except for Professional Liability and Pollution Liability policies, as distinguished from a "Claims-Made" form.

Contractor Responsibility for its Subcontractors: The Contractor will include these insurance requirements with the bid documents and require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein. Contractor shall require that all eligible subcontractors of every tier participate in the OCIP and comply with the rules and procedures. It will be the Contractors responsibility to submit to the Sponsor and its designated representative all bid documents for approval.

Other: No provision or provisions of this agreement shall limit or restrict any liabilities assumed by the contractor or stated in this agreement.

Certificates of Insurance: The enrolled parties and excluded parties will provide Certificates of Insurance to the Sponsor and the OCIP Administrator evidencing that policies specified in this section providing the required coverage, conditions and limits are in full force and effect. Certificates should be provided no later than ten (10) days prior to work beginning and no later than ten (10) days of the renewal date(s). Certificates of Insurance will be addressed as follows:

(Awarding Contractor Name) and
Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104

Survival

The insurance requirements described in the OCIP Manual are not intended to, and shall not in any way, limit or quantify the liabilities and obligations each Contractor assumes pursuant to its contract. The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract or any subcontract.

No Release

The Sponsor's procurement and provision of the OCIP shall in no way relieve the Contractor of any responsibility or liability under this contract, any applicable law, statute, regulation or order, except the responsibility of securing the OCIP coverages if, and commencing when, the Contractor becomes an Enrolled Contractor.

Insurance Requirements of Excluded Parties

SECTION A

The Sponsor, Retirement Systems of Alabama, has elected to implement a Contractors Pollution Liability policy providing coverage for the Contractors and Subcontractors on the Project (GM Building Renovation Project, Mobile, Alabama).

Election by Sponsor to provide any insurance specified herein, shall in no way relieve or limit any responsibility or obligation imposed by the Agreement on Contractor or any Subcontractor, including without limitation Contractor's obligation to provide all required coverage not provided by Sponsor. The Sponsor does not make any representations, guarantees, or warranties, express or implied, as to fitness and/or quality of coverage.

The Contractor will have no coverage under the Contractors Pollution Liability for Professional Liability claims. Contractor shall obtain coverage for all potential Professional Liability claims.

Any insured loss by coverage purchased and maintained by Sponsor will be adjusted with the Sponsor and made payable to Sponsor for the insureds as their interest may appear.

Contractors and Subcontractors of every tier acknowledge and agree that the applicable costs associated with their respective work at the Project site for insurance coverages provided by the Sponsor have been separately identified by alternate bid.

SECTION B

Excluded Contractors and Subcontractors, performing work at the project site, will obtain and maintain, and will require each of its/their excluded Subcontractors to obtain and maintain, the insurance coverage specified in this section. Such insurance will be primary and non-contributing with any other insurance and will be in a form, and from insurance companies, reasonably acceptable to the Sponsor. All insurers will be rated at least A- VII in the current A.M. Best ratings guide or must be otherwise acceptable to the Sponsor. The insurance limits may be provided through a combination of primary and excess policies, including Umbrella/Excess forms. The Sponsor reserves the right to require higher limits of liability or other insurance coverage as the Sponsor deems appropriate.

Workers' Compensation and Employer's Liability: The Contractors and Subcontractors will maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the work. The minimum acceptable limits of Employer's Liability are as follows:

- \$1,000,000 bodily injury by accident for each person
- \$1,000,000 bodily injury by disease for each person
- \$1,000,000 bodily injury by disease-policy limit

Commercial General Liability: The excluded Contractors and Subcontractors will maintain liability insurance in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") ISO CGL 12/07 or later, for operations of the excluded parties

covering claims arising out of the work hereunder for personal injury, bodily injury and property damage in a policy or policies of insurance providing combined total available limits of not less than:

As respects all excluded parties, \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury aggregate, \$2,000,000 general aggregate limit, \$2,000,000 aggregate products and completed operations, \$50,000 damage to rented premises each occurrence, and \$5,000 medical expense any one person.

Coverage shall include the following:

- Separation of Insureds Clause
- General Aggregate Per Project
- Explosion, Collapse & Underground Perils
- Fellow Employee Coverage
- Contractual Liability
- Products/Completed Operations – 2 Years after Substantial Completion
- Broad Form Property Damage
- Independent Contractors/Subcontractors
- Riggers Liability, If Applicable. The OCIP General Liability includes a care, custody and control exclusion. Contractor shall discuss the OCIP with its insurance agent or consultant to assure that proper coverages are maintained.

Any deductible or self-insured retention in place will be the responsibility of the excluded party.

Commercial Automobile Liability: Insurance covering all owned, hired, borrowed, leased, or non-owned automobiles must be maintained. Such insurance will provide coverage not less than that of the Commercial Automobile Liability policy in limits not less than:

As respects to all excluded parties, \$1,000,000 combined single limit per occurrence for bodily injury and property damage;

Contractual liability, if not provided in the basic policy form, is to be provided by endorsement.

The MCS-90 endorsement must be attached to the Commercial Automobile Liability policy if hazardous materials or waste are to be transported.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance, insuring against bodily injury, personal injury, advertising injury and property damage, is required to be evidenced on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. The limits of liability shall be not less than:

With respect to all excluded parties: \$5,000,000 per occurrence, \$5,000,000 annual aggregate, \$5,000,000 products/completed operations aggregate (annual)

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Any applicable deductible or self-insured retention will be the responsibility of the excluded party.

Contractor's Equipment: The Contractors and Subcontractors are responsible for their tools and equipment, including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. The excluded parties agree that the Sponsor will not be responsible for any loss or damage to their tools and equipment. If insured, the enrolled parties' insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of the Sponsor, designer, engineer and all Contractors and Subcontractors of any tier. If uninsured, the excluded parties will hold harmless the Sponsor, designer, engineer, and all Contractors and Subcontractors of any tier for loss or damage to their tools and equipment.

Builder's Risk (Refer to Bid Specs to determine if provided by Sponsor or Contractor): Builders Risk coverage will be provided by the Sponsor with limits equal to the replacement cost of the work, subject to sub limits, standard exclusions, property limitations and conditions. The policy shall include the interest of the Sponsor, Contractor and subcontractors as their interest may appear. The policy will cover structures and materials during the course of construction that are part of "the work" and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy limits, terms, conditions and limitations. Contractor shall confirm the transit and temporary storage limits provided by the policy are adequate for the items in transit and storage.

Contractor shall be responsible for prompt payment to Owner of the first Ten Thousand Dollars (\$10,000) for each incident of any loss covered under the Builders Risk caused in whole or in part by Contractor or its Subcontractors to whatever tier. Determination of responsibility for loss or damage will be determined by the Sponsor or Sponsor's Representative.

Builders Risk will not provide coverage against loss by theft, disappearance or damage of any materials (unless materials are to be incorporated into the Project), tools or equipment of the Contractor or any tier of subcontractor or any other person furnishing labor or materials for the work. The Contractor and all subcontractors agree to indemnify, defend, and hold the Sponsor and its officers, agents and employees harmless from, and waive any and all claims for, any such loss, theft, or disappearance.

Professional Liability (If applicable): All professional services firms must provide Professional Liability insurance appropriate for their profession. Architectural and engineering firms, and their sub-consultants shall provide evidence of Professional Liability insurance while engaged in the performance of work on the project. Such policies shall include environmental coverage if scope of professional services provided includes environmental. The coverage must remain in force and effect for a minimum of two (2) years after completion of the project or contract termination. Minimum limits of liability shall be \$1,000,000 per wrongful act, error, or omission, with a minimum annual aggregate limit of \$1,000,000.

Any applicable deductible or self-insured retention will be the responsibility of the architectural or engineering firms and/or their sub-consultant(s) of any tier.

Excess Contractors Pollution Liability (Optional): The Sponsor has elected to purchase a project specific Contractors Pollution Liability policy for this project. The Contractors and Subcontractors of all tiers should discuss the insurance coverages provided by the Sponsor with their insurance agent or consultant to assure that proper coverages and limits are maintained. Any applicable premium for any additional coverage will be the responsibility of the contractor.

If Contractor elects to purchase additional coverage, any applicable deductible or self-insured retention will be the responsibility of the enrolled parties.

Other Coverages: The Sponsor reserves the right to require higher limits of liability or other insurance coverage than listed above as the Sponsor deems appropriate.

Contractors and Subcontractors should review their coverages with their insurance agent or insurance consultant. Contractors and Subcontractors may at their sole cost and expense obtain excess coverage over the coverage provided by the Sponsor. Any type of insurance or any increase of limits of liability not described herein, which the Contractor requires for their own protection, or on account of any statute, will be their own responsibility and at their own expense. Additional coverage purchased at the expense and election of the Contractor shall not replace the Sponsor provided coverages or otherwise affect the cost identification requirements.

SECTION C

Additional Insureds: This section replaces any other additional insured requirements in the contract. Each policy required, including Excess and Umbrella (except Worker's Compensation and Professional Liability, if selected as a required coverage) will name as additional insureds Retirement Systems of Alabama, Architect, Construction Manager, Alabama Building Commission, and their agents, consultants and employees. Commercial General Liability coverage maintained by Contractors and Subcontractors shall contain Additional Insured endorsements CG 20 10 and CG 20 37. Products and completed operations coverage shall be maintained for a minimum of 2 years after substantial completion.

Waiver of Subrogation/Rights of Recovery: This section replaces any other waiver of subrogation requirements in the contract. The Contractor and its Subcontractors and their respective insurers providing the required coverage including Commercial General Liability, Employers Liability, Commercial Automobile Liability, Umbrella/Excess Liability, or any other required coverages, will waive all rights of recovery against the Retirement Systems of Alabama, Architect, Construction Manager, Alabama Building Commission, and their agents, consultants and employees. The Contractor waives all rights of subrogation and recovery against other Contractors and other subcontractors of all tiers with respect to work on the project. The Contractor and each subcontractor will require all subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to work on the project.

Each Party will pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of additional insureds.

Notice of Cancellation: All insurance policies and Certificates of Insurance will include a requirement providing for thirty (30) days prior written notice to the Sponsor of any cancellation or reduction of coverage, except ten (10) days for non-payment of premium. If any such notice is given, the Sponsor will have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to the Sponsor and/or CIP administrator. The Contractor will immediately notify the Sponsor and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the Sponsor and/or OCIP Administrator.

Occurrence: All policies must be issued upon an "Occurrence" form, except for Professional Liability and Pollution Liability policies, as distinguished from a "Claims-Made" form.

Contractor Responsibility for its Subcontractors: The Contractor will include these insurance requirements with the bid documents and require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein. Contractor shall require that all eligible subcontractors of every tier participate in the OCIP and comply with the rules and procedures. It will be the Contractors responsibility to submit to the Sponsor and its designated representative all bid documents for approval.

Other: No provision or provisions of this agreement shall limit or restrict any liabilities assumed by the Contractor or stated in this agreement.

Certificates of Insurance: The excluded Contractors and Subcontractors will provide Certificates of Insurance to the Sponsor and/or OCIP Administrator evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates should be provided no later than ten (10) days prior to work beginning and no later than ten (10) days of the renewal date(s). Certificates of Insurance will be addressed as follows:

(Awarding Contractor Name) and
Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104

Survival

The insurance requirements described in the OCIP Manual are not intended to, and shall not in any way, limit or quantify the liabilities and obligations each Contractor assumes pursuant to its contract. The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract or any subcontract.

No Release

The Sponsor's procurement and provision of the OCIP shall in no way relieve the Contractor of any responsibility or liability under this contract, any applicable law, statute, regulation or order, except the responsibility of securing the OCIP coverages if, and commencing when, the Contractor becomes an Enrolled Contractor.

CONTRACTORS' RESPONSIBILITIES

All Contractors are required to reasonably cooperate with the Sponsor, the OCIP Administrator, and the OCIP insurance carriers in all aspects of the OCIP operation and administration. Contractors Responsibilities include:

- Including OCIP contract provisions and requirements in all subcontracts
- Providing each subcontractor with a copy of the OCIP Manual and any Project Safety Manuals;
- Assisting in securing the required enrollment and/or payroll/premium information from their subcontractors;
- Complying with insurance requirements and Section 8, Safety and Claims Procedures;
- Notifying the OCIP Administrator of all subcontracts awarded by completing the Notice of Subcontract Award Form;
- Promptly paying General Liability Deductibles and Builders Risk Deductibles;
- Attending all meetings, as required, regarding OCIP administration, claims or safety issues;
- Maintaining and reporting payroll, receipts, labor-hours, or payments made to subcontractors as required by the OCIP;
- Completing the following administrative forms within the time frames specified below:
 - Notice of Subcontract Award and Request for Insurance – Upon execution of subcontract.
 - OCIP Enrollment Form – Prior to starting work on-site and when applicable to identify cost of additional contract(s), change order(s), Time & Material contracts or as determined by the Sponsor.
 - Payroll Reporting Form –Monthly, failure to provide your previous months' reports by the 10th of the month may cause your payments to be delayed.
 - Notice of Completion – Upon completion.
- Unless otherwise directed by the Sponsor, all Contractors not enrolled in the OCIP will be required to participate in the Project Safety Program and maintain their own insurance coverage of the types and with limits set forth in Section 6.
- Complying with all rules and regulations of the applicable State Insurance Department/Bureau. Failure to comply with state requirements may result in fines being assessed. Contractors shall reimburse the Sponsor, or the Sponsor shall deduct from funds due, or to become due, to the Contractors, for any fines assessed against the Sponsor for Contractors' noncompliance.
- Assignment of Return Premiums: The Sponsor shall be responsible for payment of all premiums associated with the OCIP and will be the sole recipient of any dividend(s), rebate(s), and/or

return premium(s) generated by the OCIP. In consideration of Sponsor's provision of OCIP coverage, each Enrolled Contractor agrees to:

- Identify all applicable insurance costs associated with their work at the Project Site for coverages provided under the OCIP and cooperate with the OCIP Administrator to verify the insurance cost;
 - Irrevocably assign to, and for the benefit of, the Sponsor, all return premiums, premium refunds, premium discounts, dividends, retentions, credits and any other funds in connection with the OCIP. Contractors agree to evidence such assignment by executing and delivering the Enrollment Forms. Contractors further agree to require each lower tier subcontractor to execute the assignment on the Enrollment Form, for the benefit of the Sponsor.
- Contractors shall not commence work on the Project Site until:

Eligible Contractors

- Comply with enrollment requirements as outlined below and receive a Certificate of Insurance issued by the OCIP Administrator confirming they are Enrolled Contractors.

Excluded Contractors

- Provide Certificate(s) of Insurance to the OCIP Administrator which evidence all required insurance coverages.

Enrollment

Each Eligible Contractor working at the Project Site shall complete the Enrollment Form. Contractors shall contact their insurance agent for assistance in completing the Enrollment Form.

- Contractors' calculations shall be based upon rates in force at the time of the contract bid and are not subject to change during the contract period.
- Credits, assessments or surcharges shown on the declarations and/or rating schedules from the policies will be used to verify Contractors' insurance costs. Any Contractors whose policies are written on a large deductible basis and/or those utilizing corporate allocations should contact the OCIP Administrator for additional instructions. Contractors shall cooperate in providing all documentation necessary to verify their insurance costs.
- Contractors shall accurately estimate all on-site, unburdened payroll
- If a Contractor is awarded more than one contract on the project, the Contractor is required to complete a separate Enrollment Form for every contract.

General Liability and Excess/Umbrella Liability declaration pages and rating schedules from Contractor policies shall be provided along with the Enrollment Form. Contractors shall also provide Certificate(s) of Insurance as required in Section 6 of the OCIP Manual.

Noncompliance Fees

Any Contractor who fails to enroll any of its Eligible Contractors of any tier will be subject to a noncompliance fee equal to the greater amount of 4% or the actual audited subcontract amount.

Change Orders

- If the change order amount exceeds \$500,000 an Enrollment Form must be completed and submitted to the OCIP Administrator. An interim adjustment to the contract may be made to remove the insurance costs associated with the change order.

Notice of Subcontract Award

- When an Enrolled Contractor awards a subcontract, the awarding Contractor shall complete the Notice of Subcontract Award for each subcontractor and immediately forward it to the OCIP Administrator.
- The awarding Contractor shall ensure that their subcontractors complete the Enrollment Form and immediately forward it to the OCIP Administrator.

Payroll Reporting

Every Enrolled Contractor shall submit a completed Payroll Reporting Form to the OCIP Administrator for payroll, labor-hours and receipts associated with work performed at the Project Site.

- Contractors must use OCIP-approved forms unless authorized in writing by the OCIP Administrator to use their own.
- Payroll and receipts for the value of work in place must be submitted separately for each contract awarded for work at the Project Site.
- If no work is performed at the Project Site during the required reporting period, a report must be submitted showing "Zero Payroll/Receipts".
- If applicable, payments made to subcontractors shall also be identified separately.
- Use of Class Code 8810 shall apply ONLY to clerical employees who remain in the trailer and/or office located at the Project Site. Use of Class Code 5606 shall apply ONLY to individuals at the Project Site who supervise through a foreman or superintendent.
- ALL ENROLLED CONTRACTORS MUST MAKE THEIR PAYROLL RECORDS AVAILABLE UPON REQUEST OF THE CIP INSURANCE COMPANY.
- FAILURE TO PROMPTLY PROVIDE REQUIRED PAYROLL REPORTS MAY RESULT IN DELAY OF CONTRACTORS' PROGRESS PAYMENTS UNDER THE CONTRACT.

Closeout Process

- When an Enrolled Contractor makes a Request for Final Payment, the OCIP Administrator shall be notified and the Notice of Completion Form shall be completed and submitted to the OCIP Administrator.
- The OCIP Administrator will provide the Contractors with close-out forms and notify the Sponsor. Any difference will be adjusted in the contract amount prior to release of retainage.

SECTION 8

SAFETY AND CLAIMS PROCEDURES

Project Safety Requirements

The Doster Construction Safety Manual will be the Site Specific Safety Program for the Sponsor's GM Building Renovation Project. These policies and procedures and all rules and regulations of the Occupational Safety and Health Administration (OSHA) are mandatory and must be followed by all employees working on site.

Contractor shall provide a project specific Safety Program that applies to all Contractor employees working on the Project Site. Sponsor reserves the right to review and approve the Contractor's project specific Safety Program.

OCIP Carrier Safety Requirements

This project is an Owner Controlled Insurance Program (OCIP) project. Each contractor and subcontractor of every tier shall meet all OCIP carrier requirements as may be directed.

Claims Reporting

All claims, including incidents, accidents and unusual circumstances which may reasonably be expected to develop into claims against Sponsor provided policies, must be reported by Contractors and/or subcontractors as soon as possible. All accidents and incidents must be reported no later than the close of business on the date of the occurrence. Reports may be made by telephone, fax or email to the contacts listed below.

Following any accident or incident, basic scene investigation should be undertaken by any involved Contractor's safety representative to establish the facts of the accident and to assist in the OCIP carrier's claims adjudication process.

- Determine what happened and write it down.
- Take photographs and/or measurements, as applicable.
- Identify all involved parties, including witnesses, and obtain contact information.
- Record date(s), time(s) and weather conditions.
- Preserve and protect physical evidence
- Maintain complete confidentiality.
- Cooperate fully with the OCIP Carrier's adjuster.

Reporting General Liability Claims:

General Liability claims are any occurrences involving Bodily Injury or Property Damage to a member of the public that is NOT caused by an automobile accident.

1. Seek immediate medical attention for the injured person(s).
2. Immediately notify your supervisor and the Doster Safety Manager.
3. Secure the accident scene.
4. Supervisor must complete an Accident Report and Analysis form within 24 hours of the accident.
5. Report claim to OCIP Program Manager or OCIP Account Executive via phone at 334-264-8282, fax at 334-265-7639 or by email at candace.stiff@willis.com or jay.berg@willis.com before the end of the day. Be sure to reference the Project Name and the appropriate Location Code or Contractor(s) involved.

All investigation reports, pictures, medical bills, hospital bills, etc. should be forwarded to insurance carrier once the adjuster is assigned. All documents to the carrier should include the injured individual's name, claimant and claim number.

Reporting Builder's Risk Claims:

1. Immediately notify your supervisor and the Doster Safety Manager.
2. Immediately notify the OCIP Program Manager or OCIP Account Executive.

Duties in the Event of Occurrence, Claims or Suits

1. Follow the claims reporting procedures.
2. You must see to it the Doster, the OCIP Insurer (Ironshore) and the OCIP Program Manager or the OCIP Account Executive are notified promptly of any "occurrence" which may result in a claim. Notice should include:
 - How, when, where the "occurrence" took place, and
 - The names and address of any injured persons and witnesses.
3. If a claim is made or "lawsuit" is brought against any insured, you provide written notice of the claim or "lawsuit".
4. You and any other involved insured must:
 - Cooperate with the Insurer in their investigation, settlement or defense of the claims or "suit", and
 - Assist the Insurer, upon their request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
5. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without Insurer's consent.

Automobile Claims

Even though no Automobile Liability or Physical Damage coverage is provided under the OCIP, the Contractor/Subcontractor must notify Doster and the OCIP Program Manager or the OCIP Account

Executive in writing of any automobile accident which could be related to the project. This should be done as soon as possible following the accident.

Contractor's Equipment Claims

Even though no coverage is provided under the OCIP for loss of or damage to Contractor's or Subcontractor's owned equipment the Contractor/Subcontractor must notify Doster and the OCIP Program Manager or the OCIP Account Executive in writing, of any loss or damage to their equipment at the project. This should be done as soon as possible, following first knowledge of loss or damage.

Miscellaneous Claims Notes

Any incident that involves injury to persons or property is to be reported to the Doster the Safety Manager and the OCIP Program Manager or the OCIP Account Executive offices immediately.

Any claims adjuster representing a Contractor/Subcontractor's normal insurer who seeks to come onto the RSA GM Building Renovation must obtain written authorization from Doster, the RSA and the OCIP Program Manager or OCIP Account Executive prior to coming on site. There will be no exceptions to this stipulation.

All incidents, injuries, and injury-free incidents (near misses) must be reported immediately to your supervisor and the Doster site Safety Manager. A copy of the accident/incident report shall be completed and submitted to Doster within 24 hours of the incident.

All injuries, no matter how slight, must be reported to your supervisor immediately and then to Doster.

Emergency Response

Doster has established an Emergency Response Plan for the Sponsor's GM Building Renovation Project. This plan is located in the Site Safety Program Manual. A copy of the manual and plan can be accessed at: www.rsa-al.gov/Vendors/vendors

Any Emergencies - Call 911.

Post Accident Drug Testing

Employees involved in work related incidents causing bodily injury or significant property damage shall be required to submit to a screen for drugs or substances and/or alcohol. A medical clinic may be used to collect the drug and alcohol screen in this incidence.

Accident Investigation

Doster has established an Accident / Incident Investigation Procedure for the RSA GM Building Renovation Project. The policy is located in the Site Safety Program Manual.

OCIP FORMS

- Enrollment Checklist
- ACORD – Certificate of Insurance
- Enrollment Form
- Payroll Reporting Form
- Notice of Subcontract Award and Request for Insurance
- Notice of Completion
- Claim Reporting Form

RETIREMENT SYSTEMS OF ALABAMA
OWNER CONTROLLED INSURANCE PROGRAM

RSA GM Building Renovation Project

Enrollment Checklist

Participation in the OCIP is not automatic.
The following items are necessary in order for enrollment.

- | | | | |
|----|--|--------------------------|-----------|
| 1. | Enrollment Worksheet completed in its entirety. | <input type="checkbox"/> | Completed |
| 2. | GL Declaration Page with Limits | <input type="checkbox"/> | Attached |
| 3. | GL Rating Page with Alabama Rates/Factors | <input type="checkbox"/> | Attached |
| 4. | XS (Umbrella) Declaration Page with Limits | <input type="checkbox"/> | Attached |
| 5. | XS (Umbrella) Rating Page | <input type="checkbox"/> | Attached |
| 6. | Certificate of Insurance for off-site coverage with all Additional Insureds shown. | <input type="checkbox"/> | Attached |

Please submit the above documents via fax or e-mail as follows:

FAX: 205-871-0602

E-MAIL: peggy.funderburk@willis.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of __

DATE

PRODUCER Company Name Address City, State and Zip Contact Name and Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> INSURER A: Carriers must not have less than an A- VII Best's Rating INSURER B: INSURER C: INSURER D: INSURER E:
INSURED OCIP ENROLLED CONTRACTOR Address City, State and Zip <p style="text-align: center; color: red;">SAMPLE CERTIFICATE FOR ENROLLED CONTRACTORS</p> Contact Name and Phone Number	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUC POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
	<input type="checkbox"/>				AUTO ONLY: AGG	\$
	EXCESS LIABILITY	*Unless a different Limit is Allowed or Required by Sponsor.			EACH OCCURRENCE	\$ 2,000,000*
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000*
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE-EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE-POLICY LIMIT				\$ 1,000,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: **RSA GM Building Renovation Project**
 [The Awarding Contractor], The Retirement Systems of Alabama, Architect, Construction Manager, Alabama Building Commission, and their agents, consultants and employees are named as Additional Insureds under the General Liability, Automobile Liability and Umbrella policies as required by written contract. A waiver of subrogation in favor of all above additional insureds applies to all policies. General Liability coverage is for off-site exposures only.

CERTIFICATE HOLDER (Awarding Contractor) and Retirement Systems of Alabama 201 South Union Street Montgomery, AL 36104	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of __

DATE

PRODUCER Company Name Address City, State and Zip Contact Name and Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> INSURER A: Carriers must not have less than an A- VII Best's Rating INSURER B: INSURER C: INSURER D: INSURER E:
INSURED OCIP ENROLLED CONTRACTOR Address City, State and Zip <p style="text-align: center; color: red;">SAMPLE CERTIFICATE FOR NON-ENROLLED CONTRACTORS</p> Contact Name and Phone Number	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUC POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
	<input type="checkbox"/>				AUTO ONLY: AGG	\$
	EXCESS LIABILITY	*Unless a different Limit is Allowed or Required by Sponsor.			EACH OCCURRENCE	\$ 5,000,000*
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000*
	<input type="checkbox"/> DEDUCTIBLE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: **RSA GM Building Renovation Project**
 [The Awarding Contractor], The Retirement Systems of Alabama, Architect, Construction Manager, Alabama Building Commission, and their agents, consultants and employees are named as Additional Insureds under the General Liability, Automobile Liability and Umbrella policies as required by written contract. A waiver of subrogation in favor of all above additional insureds applies to all policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
(Awarding Contractor) and Retirement Systems of Alabama 201 South Union Street Montgomery, AL 36104		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

**RSA GM BUILDING RENOVATION PROJECT
ENROLLMENT FORM**

- Initial Enrollment
- Additional Contract
- Change Order
- Time & Material Contract
- Short Term and/or Small Contract

CONTRACTOR INFORMATION

Contractor Legal Name: _____ Indiv: Partnership: Corp: J/V:
 Legal Address: _____ TIN#: _____ Unemp Ins Reg #: _____
 Site Contact: _____ Site Address: _____
 Phone: () - Cell: () - Fax: () - Email: _____
 Office Contact: _____ Phone: () - Fax: () - Email: _____
 Insurance Contact: _____ Phone: () - Fax: () - Email: _____
 Payroll Contact: _____ Phone: () - Fax: () - Email: _____
 Address (if different) _____
 Minority Participation: DBE MBE WBE Other _____
 Are you using a Leasing Company? YES NO If yes Leasing Company Name: _____
 Are you a Leasing Subcontractor? YES NO

CONTRACT INFORMATION

Type of Work: _____ Contract #: _____ Contract Value: \$ _____
 Project Description: _____ Off-site Work within scope of contract: YES NO
 Awarding Contractor: _____ Prime Contractor: _____
 Award Date: _____ Est. Start Date: _____ Est. Completion Date: _____ Self Performed: _____ % \$ _____
 Subcontracted _____ %; \$ _____ Est. # of Subcontractors: _____ Est. Sub Work Hours: _____

CURRENT INSURANCE INFORMATION

Agent/Broker Company Name: _____ Contact Name: _____
 Phone: () - Fax: () - Email: _____

GENERAL LIABILITY

Contractor Name: _____
 Current GL Ins. Co: _____ Policy Period: _____
 Current GL rate is based on: payroll or receipts per \$100 \$1,000 or Per Employee or Per Unit or Flat Premium
 If GL basis is other please describe: _____
 Deductible: _____ Retention: _____

Total WC Premium from previous page: | A. \$

A. General Liability (Project Site Payroll/Receipts Only)

Attach additional pages if required – Attach copy of Declaration page and Rating Sheets for GL Policy

G.L. Classification	G.L. Code	G.L. Rate (per basis shown above)	Estimated Payroll*/Receipts	Premium
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5. Subcontracted Work			\$	\$

The OCIP provides **first dollar coverage/coverage subject to a deductible** for all contractors.

* It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages without burden or fringes, but should include sick, vacation, holiday pay and overtime wages and imputed income.

Total General Liability Premium | A. \$

UMBRELLA EXCESS

B. Umbrella Excess: Rate: \$ _____ Per \$100 \$1,000 payroll or receipts or Flat Rate
 Name of Insurer: _____ Term: _____ Per Unit | B. \$
 Attach a copy of declaration page and rating sheets for Umbrella/Excess policy.

RSA GM BUILDING RENOVATION PROJECT
NOTICE OF SUBCONTRACT AWARD
AND
REQUEST FOR INSURANCE

Project Name: RSA GM BUILDING RENOVATION PROJECT
 Company Name: Willis of Alabama, Inc. Phone: 205-868-0386
 Attention: Peggy Funderburk Fax: 205-871-0602
 Address: 2101 6th Ave. North, Suite 1200 Email: peggy.funderburk@willis.com
 City, State Zip: Birmingham, AL 35203
 RE: _____

This is to inform you that we have awarded the following subcontract to the following Subcontractors:

Name of Firm: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: () - _____ Fax: () - _____ TIN #: _____
 Office Contact: _____ Email: _____
 Safety Contact: _____ Email: _____
 Type of Work: _____ Contract #: _____
 Award Date: _____ Est. Start Date: _____ Est. Completion Date: _____
 Contract Value: \$ _____ Est. Payroll: \$ _____ Est. Work Hours: _____
 Est. # of Subcontractors: _____

Awarding Contractors: _____
 By: _____
 Title: _____ Date: _____
 Prime Contractors (if different): _____

DO NOT complete this form for your company.

Award Date – date Notice to proceed was given (Verbally or in Writing)

You must complete a Notice of Subcontract Award, on each of your subcontractors.

RSA GM BUILDING RENOVATION PROJECT
NOTICE OF CONTRACT COMPLETION FORM
 (to be submitted with final pay request)

Project Name: RSA GM BUILDING RENOVATION PROJECT

Company Name: Willis of Alabama, Inc. Phone: 205-868-0386

Attention: Peggy Funderburk Fax: 205-871-0602

Address: 2101 6th Ave. North, Suite 1200 Email: peggy.funderburk@willis.com

City, State Zip: Birmingham, AL 35203

Please be advised, we, _____ are scheduled to complete our work for:

Awarding Contractor: _____ Prime Contractor: _____

Project Description: _____ Actual Start Date: _____ Completion Date: _____

Reported Contract Value: _____ Final Contract Value: _____

Self Performed Work: _____ Subcontracted Work: _____

Estimated WC On-site Payroll: _____ Final WC on-site Payroll: _____

All Contract Values should include all insurance cost.

We used the following enrolled subcontractors who will also complete their work on the date shown above:

<u>Subcontractors</u>	<u>Reported Contract Value</u>	<u>Contract Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This is our only contract YES NO

We are still working on the following contracts:

Location Code	Awarding Contractor	Prime Contractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Your Company's Name: _____ Date: _____

By: _____ Title: _____

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: _____ Phone: _____

Address: _____ Fax: _____

City, State Zip: _____ Email: _____



FORM – OCIP ACCIDENT / INCIDENT REPORT

PROJECT NAME/DESCRIPTION: RSA GM BUILDING RENOVATION PROJECT PROJECT/CONTRACT # _____

CONTRACTORS NAME: _____

<u>NAME OF PERSON REPORTING</u>	<u>PHONE#</u>	<u>FAX#</u>	<u>EMAIL</u>
_____	_____	_____	_____

ACCIDENT / INCIDENT INFORMATION

DATE OF ACCIDENT / INCIDENT: _____ TIME OF ACCIDENT / INCIDENT: _____ " AM " PM DATE NOTIFIED: _____

ADDRESS OR LOCATION WHERE ACCIDENT / INCIDENT OCCURRED (BE SPECIFIC): _____

WERE THE POLICE CONTACTED? " YES " NO REPORT NUMBER _____

BRIEF DESCRIPTION OF ACCIDENT / INCIDENT (Use a separate sheet and diagram if necessary) _____

CLAIMANT INFORMATION

<u>CLAIMANT NAME</u>	<u>HOME PHONE#</u>	<u>WORK PHONE#</u>	<u>EMAIL</u>
_____	_____	_____	_____

ADDRESS _____ INJURED PARTY IS " MALE " FEMALE

INJURY INFORMATION

WERE ANY INJURIES INCURRED? " YES " NO IF INJURY OCCURRED, GIVE BRIEF DESCRIPTION: _____

WHAT INITIAL TREATMENT DID THE CLAIMANT RECEIVE? (FIRST AID, EMERGENCY, ETC) _____

WITNESS INFORMATION

<u>WITNESS NAME</u>	<u>HOME PHONE#</u>	<u>WORK PHONE#</u>	<u>EMAIL</u>
_____	_____	_____	_____

ADDRESS _____

<u>WITNESS NAME</u>	<u>HOME PHONE#</u>	<u>WORK PHONE#</u>	<u>EMAIL</u>
_____	_____	_____	_____

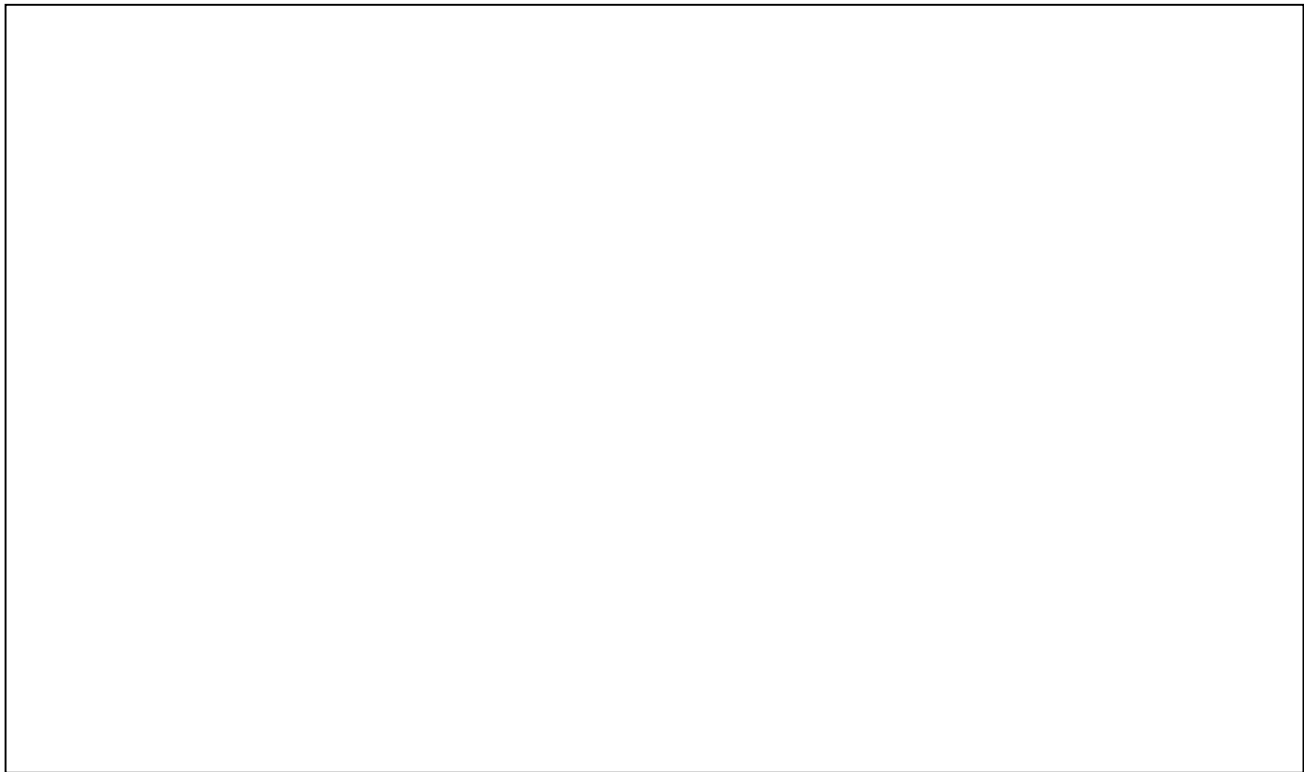
ADDRESS _____

<u>WITNESS NAME</u>	<u>HOME PHONE#</u>	<u>WORK PHONE#</u>	<u>EMAIL</u>
_____	_____	_____	_____

ADDRESS _____

ADDITIONAL COMMENTS

DIAGRAM (SHOW NORTH/SOUTH):



PERSON COMPLETING REPORT

NAME: _____ TITLE: _____ DATE: _____
SIGNATURE: _____

RESIDENT ENGINEER

NAME: _____ TITLE: _____ DATE: _____
ADDRESS PHONE# FAX# EMAIL

SIGNATURE: _____