



HAWAII MILITARY  
COMMUNITIES, LLC

Owner Controlled  
Insurance Program

**FOREST CITY ENTERPRISES, INC.  
HAWAII MILITARY COMMUNITIES**

**NAVY PHASE III / MARINES PHASE II**

# Insurance Manual

OWNER CONTROLLED INSURANCE PROGRAM

# **Insurance Manual**

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## Overview

*Welcome to the Forest City Enterprises, Inc. Owner Controlled Insurance Program.*

**F**orest City Enterprises, Inc. (“Owner”) has arranged for its construction projects, including the Hawaii Military Communities Development project, to be insured under its Owner Controlled Insurance Program (OCIP). An OCIP is a single insurance program that insures the Owner, Construction Manager and Subcontractors for Work performed at the Project Site. Certain Contractors and Subcontractors are excluded from this program. These parties are identified in Section 3 of this manual. For purposes of this manual, “Contractor” shall refer to any party, including the Construction Manager, having a direct contractual relationship with the Owner.

Coverage under the OCIP includes Workers’ Compensation, Employers Liability, General Liability, and Excess Liability insurance.

The Owner will pay insurance premiums for the OCIP coverage described in this manual. You should then notify your insurance broker/insurer(s) of the coverages provided under this Program for on-site activities to avoid the duplication of coverage and the related costs.

**NOTE:**

Insurance coverages and limits provided under the OCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

## About This Manual

The Insurance Manual was prepared by Aon Risk Services (Aon) and Owner. Aon is the insurance broker and *OCIP Administrator* for this program. The manual is designed to identify, define and assign responsibilities for the administration of the OCIP for Owner projects.

### What This Manual Does

This Manual:

- Generally describes the structure of the OCIP
- Identifies responsibilities of the various parties involved in the project
- Provides a *basic* description of OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Will be updated as necessary

### What this Manual Does NOT Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages
- Provide answers to specific claims questions

Refer questions concerning the OCIP, its administration or coverages to the appropriate party identified in the Project Directory. The Directory immediately follows this introduction.

### **DISCLAIMER:**

The information in this manual is intended to outline the OCIP Program. If any conflict exists between this manual and the OCIP insurance policies or Contracts between Owner and the Contractor, the policies or Contracts will govern.

## OCIP Project Directory

*The following list includes key insurance personnel involved in the project.*

### OCIP Administration – Aon Risk Services, Inc.

**Program Manager – Jim Holobaugh**  
707 Wilshire Blvd, Suite 6000  
Los Angeles, CA 90017

Phone: 213-630-3264  
Fax: 847-953-2814  
email: [Jim\\_Holobaugh@ars.aon.com](mailto:Jim_Holobaugh@ars.aon.com)

**Program Administrator – Daniel Gick**  
201 Merchant Street Ste 2400  
Honolulu, HI 96813

Phone: 808-540-4382  
Fax: 877-852-3584  
Email: [Daniel\\_Gick@ars.aon.com](mailto:Daniel_Gick@ars.aon.com)

**Safety Manager – Robert McEldowney**

Phone: 808-782-8800  
Fax: 808-834-5444  
Email: [mcsafety@lava.net](mailto:mcsafety@lava.net)

**Safety Manager – John Ambrose**

Phone: 808-690-5218  
Fax: 808-834-5444  
Email: [tambrose@hawaii.tr.com](mailto:tambrose@hawaii.tr.com)

**National Program Exec – Andrew Canning**  
55 East 52nd Street, 38th Floor  
New York, NY 10055

Phone: (248) 936-5321  
Fax: (248) 936-5339  
Email: [Andrew\\_Canning@ars.aon.com](mailto:Andrew_Canning@ars.aon.com)

**National Program Manager – John McGill**  
55 East 52nd Street, 38th Floor  
New York, NY 10055

Phone: (248) 936-5321  
Fax: (248) 936-5339  
Email: [John\\_McGill@ars.aon.com](mailto:John_McGill@ars.aon.com)

### Owner – Forest City Enterprises, Inc.

**VP Construction – Jim Ramirez**  
5173 Nimitz Rd  
Honolulu, HI 96818

Phone: 808-839-8773  
Email: [jamesramirez@forestcity.net](mailto:jamesramirez@forestcity.net)

**Contracts/Office Mgr. – Celine Wicke**  
5173 Nimitz Rd  
Honolulu, HI 96818

Phone: 808-839-8787  
Email: [celinewicke@forestcity.net](mailto:celinewicke@forestcity.net)

## **General Contractor – Hunt Building Company**

Project Manager – Shane Arnold

Phone: (808) 624-2552

Fax: (808) 624-1620

email: shane.arnold@huntcompanies.com

## **General Contractor – Coastal Construction Co.**

Project Manager – Jason Yamamoto

Phone: (808) 847-3278

Fax: (808) 842-1003

email: yamamotoj@coasthi.com

## **General Contractor – Alan Shintani, Inc.**

Project Manager – Bennet Lee

Phone: (808) 841-7631

Fax: (808) 841-0014

email: bennet@alan-shintani.com

Safety Manager – Robin Ho

Phone: (808) 841-7631

Fax: (808) 841-0014

email: robin@alan-shintani.com

## **General Contractor – TBD**

TBD

Phone:

Fax:

email:

## OCIP Insurance Coverage

*This chapter provides a brief description of OCIP Coverage. You should refer to the actual policies for details concerning coverage, exclusions and limitations.*

### Enrolled Parties

*Enrolled Parties* are those parties, other than Excluded Parties, which have applied for OCIP coverage and have received written confirmation and a Certificate of Insurance from the OCIP Administrator that the party has been accepted into the OCIP program. Enrolled Parties are "named insureds" on the OCIP policies and include Owner, Owner's Representative, Construction Manager, Enrolled Contractors and Enrolled Subcontractors. Parties named as additional insureds include other parties that Owner elects to add as additional insureds. These parties are also referred to as insureds.

### Excluded Parties

*Excluded Parties* are precluded from OCIP coverage and are described as engineers (including their consultants) surveyors, soil testing engineers, hazardous waste removal and/or transport companies, vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or other items or persons to or from the Project Site. Owner reserves the right, at its sole discretion, to include or exclude any Contractor or Subcontractor from the OCIP. Any Contractor or Subcontractor that the Owner elects not to provide OCIP coverage is considered an Excluded Party.

### Evidence of Coverage

Each Enrolled Contractor and Subcontractor will be issued an individual workers' compensation policy. The OCIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability and excess liability to each Enrolled Contractor and Subcontractor, each of whom will be a named insured on the policies. A *Certificate of Insurance* is a document providing evidence of existing coverage for a particular insurance policy or policies. Complete copies of policies will be furnished to an authorized representative of each Enrolled Contractor and Subcontractor upon request to Owner or Owner's Representative.

## Description of OCIP Coverages

The following section describes the policies that Owner has arranged for this project:

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

<b>Insurance Carrier:</b>	AIG
<b>Named Insured*:</b>	The Owner, (any tier of contractor, subcontractor and subcontractors thereof or other entity or person while performing work at the Owner Project and for whom the Owner has agreed by contract to provide an Owner Controlled Insurance Program)
<b>Interest:</b>	Insures operations performed at the Designated Project Site.
<b>Limits of Liability:</b>	Workers' Compensation Statutory Benefits – Hawaii
<b>Employers Liability:</b>	Bodily Injury by Accident      \$1,000,000 Each Accident Bodily Injury by Disease      \$1,000,000 Each Employee Bodily Injury by Disease      \$1,000,000 Policy Limit

\* Each insured will receive an individual workers' compensation policy.

#### Endorsements:

- Named Insured - AIG Wording (Master Policy Only)
- All Applicable State Specific Endorsements
- Designated Workplace Endorsement/Project Site
- Consent to Transfer of Your Rights and Duties
- Waiver of Our Right to Recover From Others
- Cancellation Provision-60 days notice for failure to comply with engineering recommendations
- Alternative Employers Endorsement
- U.S. Longshoremen & Harbor Workers Act endorsement
- Voluntary Compensation Endorsement
- Additional Definitions Endorsement-AIG Wording
- Unintentional Errors and Omissions
- Maritime Coverage Endorsement
- Stop Gap Employers Liability
- Experience Rating Modification Endorsement
- Pending Rate Change Endorsement
- Loss Reimbursement Endorsement
- Deductible/Large Risk Rating Plan

**OCIP INSURANCE COVERAGE**

**COMMERCIAL GENERAL LIABILITY**

**Insurance Carrier:** AIG

**Policy Term:** 1/1/2007 – 9/1/2011

**Named Insured:** The Owner, (any tier of contractor, subcontractor and subcontractors thereof or other entity or person while performing work at the Owner Project and for whom the Owner has agreed by contract to provide an Owner Controlled Insurance Program)

**Additional Insureds:** Such other persons or entities designated on the policy as Additional Insureds.

**Interest:** Insures operations performed at the Designated Project Site.

**Limits of Liability:**

	<u>Limits of Liability Shared by All Insureds</u>
General Aggregate	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Fire Damage Legal Liability (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Limits shown are reinstated annually except for the Products/Completed Operations Aggregate Limit which is a single policy limit. The term of the Products/Completed Operations coverage extension is 5 years.

**Commercial General Liability Endorsements**

- Commercial General Liability Form CG-00-01 (10 01)
- Products and Completed Operations (1 set of limits) – 5 years
- Named Insured Endorsement
- Knowledge/Notice of Occurrence
- Unintentional Failure to Disclose
- Severability of Interest
- Additional Definitions
- Consent to Transfer of Your Rights and Duties
- Waiver of Transfer of Rights of Recovery Against Others to Us
- Cancellation Provision-60 days notice for failure to comply with engineering recommendations
- Cancellation Provision-10 days notice for non-payment
- Amendment of Occurrence Endorsement

## OCIP INSURANCE COVERAGE

- Expected or Intended Injury Amendment Endorsement
- Terrorism Coverage (TRIA Certified)
- Other Insurance Endorsement
- Described Project Endorsement – AIG Wording
- Alcoholic Beverage Exclusion Amendment Endorsement
- Limited Contractors Professional Liability CG 2279
- Fellow Employee Bodily Injury Endorsement – Supervisors and above
- Non-owned Watercraft (51 feet)
- Incidental Medical Malpractice
- Limited and Sudden Accidental Pollution Liability – Hostile Fire Exception
- Composite Rate Endorsement
- Deductible Endorsement

### Exclusions:

- Total Pollution
- Total Lead
- Asbestos and Silica
- Nuclear Energy Liability Exclusion
- Employment Practices Liability
- Fungus
- Continuing or Progressive / Montrose Exclusion
- Radioactive Matter
- Builders Risk
- EIFS Exclusion (Excess Liability Only)

**OCIP INSURANCE COVERAGE**

**EXCESS LIABILITY**

**Insurance Carrier:** Various

**Policy Term:** 1/1/2007 to 9/1/2011

**Named Insured:** Owner and all tiers of enrolled contractors and subcontractors

**Additional Insureds:** Such other persons or entities designated on the policy as Additional Insureds.

**Interest:** Insures operations performed at the Designated Project Site.

**Limits of Liability:**

	<u>Limits of Liability Shared by All Insureds</u>
Each Occurrence	\$50,000,000
Aggregate	\$50,000,000

Limits shown are reinstated annually except for the Products/Completed Operations Aggregate Limit which is a single policy limit. The term of the Products/Completed Operations coverage extension is 5 years.

## **Coverage Description Notice**

The OCIP Coverages and exclusions summarized in this Insurance Manual and the other Contract Documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP Coverages in this Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP Coverages. In the event any provision of this Insurance Manual or the Contract Documents conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

## **OCIP Termination or Modification**

Owner reserves the right to terminate or modify the OCIP or any portion thereof. If the Owner exercises this right, Contractors and Subcontractors will be provided notice as required by the terms of their individual contracts. At its option, the Owner may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.

## Contractor Required Coverage

*Contractors and Subcontractors are required to maintain coverage to protect against losses that occur away from the Site or that are otherwise not covered under the OCIP.*

Contractors and Subcontractors are required to maintain insurance coverage that protects Owner, from liability for claims for damages. These liabilities may arise from the Contractor's and Subcontractor's operations performed away from the Project site, from activities not insured by the OCIP, or from operations performed by Excluded Parties.

There are two types of Contractors and Subcontractors: **Enrolled** Contractors and Subcontractors and **Excluded** Contractors and Subcontractors.

**See Section 7**  
for sample Certificate of  
Insurance.

**Enrolled** Contractors and Subcontractors are to provide evidence of Workers Compensation insurance and General Liability for *off-site activities* as per the insurance specifications in the contract. See Section 3 for the definition of an Enrolled Contractor. All parties, other than Excluded Parties, are required to apply for OCIP coverage using the Enrollment Form in Section 7.

**Excluded** Contractors and Subcontractors must provide evidence of General Liability and Workers Compensation insurance for all activities including **both** *on-site* and *off-site* activities as per the insurance specifications in the contract. See Section 3 for the definition of Excluded Parties.

Both Enrolled and Excluded Contractors and Subcontractors must provide evidence for Automobile Liability and, if applicable, other insurance coverage's noted in this section for **both** on-site and off-site activities.

Prior to the commencement of the Work, the Contractor and Subcontractors shall file with the OCIP Administrator and Construction Manager valid duplicate original Certificates of Insurance and/or, at the Owner's option, a certified copy of the insurance policies and any and all endorsements or riders thereto, evidencing compliance with all requirements contained in the Contract, all in form and substance satisfactory to the Owner. Upon request of the Owner, the Contractor(s) or

## **CONTRACTOR-REQUIRED COVERAGE**

Subcontractor(s) shall provide Owner with the proof of payment of premium in full for the current annual period or, if such premiums are financed, evidence that premiums are current.

The limits indicated within this section are a summary of the insurance coverage's required to be maintained by: a) Contractors/Subcontractors enrolled in the OCIP, or b) Contractors/Subcontractors and other parties that are not enrolled in the OCIP. Should there be a discrepancy between this manual and the requirements within the construction agreement between the Owner and Construction Manager, the requirements in the construction agreement shall govern.

The limits of liability shown for the insurance required of the Contractors and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors and Subcontractors for work performed under their Contract.

**All Contractors and Subcontractors** must submit verification of insurance in the form of a Certificate of Insurance on a standard ACORD form 25-S. Please note the requirements for thirty(30) days notice of cancellation, modification or material change.

Additional Insureds that need to be included in the Contractors' and Subcontractor's Certificate of Insurance can be found in Section 7: Forms along with model certificates of insurance

All insurances required by the contractor/Subcontractors shall be obtained at the sole cost and expense of the contractor/subcontractor; shall be maintained with insurance carriers properly licensed to do business in the state in which the work is to be performed and all other states as required by the terms of the construction agreement, and acceptable in all respects, to the owner and shall be "primary" and non-contributing to any insurances maintained by the Owner; shall contain a Waiver of Subrogation in favor of the Owner, so that in no event, shall the insurance carriers have any right of recovery against the Owner its agents or employees; shall contain a separation of insured provision (severability of interest clause); shall provide written notice be given to the Owner and all additional insured's and certificate holders at least thirty (30) days prior to the cancellation, non-renewal or modification of any such policies, which notice shall be evidenced by return receipt of United States certified mail; shall name the Owner, and any subsidiary, parent or affiliates of the Owner and their partners, directors, officers, agents, and employees or other persons or entities with an insurable interest designated by the Owner as additional insured's thereunder.

Contractors shall have all insurances in full force and effect as of the effective date of the construction agreement between Owner and Contractor and to remain in full force and effect throughout the terms of the Contract and as further required by the Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period such coverage's are required to be in effect.

## **CONTRACTOR-REQUIRED COVERAGE**

Subcontractors shall have all insurances in full force and effect as of the effective date of the construction agreement between Subcontractor and Contractor and to remain in full force and effect throughout the terms of the Contract and as further required by the Contract. The Subcontractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the time period such coverage's are required to be in effect.

Each insurer must be rated at least "A" ("Excellent") Class "VII" during the term of the policy, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to Owner having an "A" (Excellent) Class "VII" rating in the most recently published Best's Insurance Report.

**All Contractors and Subcontractors** must submit verification of insurance in the form of a Certificate of Insurance on a standard ACORD form 25-S. The Certificate must include an Additional Insured endorsement for each policy naming the Owner, and other Contractors as well as any additional parties listed in this manual. The additional insured endorsement shall state that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds. The Certificate must also evidence that each carrier has provided Waivers of Subrogation in favor of the Owner. Please note the requirements for thirty(30) days notice of cancellation, modification or material change.

Contractor(s) is responsible for monitoring their Enrolled Subcontractors and Excluded Subcontractors' Certificates of Insurance. Owner reserves the right to disapprove the use of Subcontractors unable to meet the insurance requirements. Certificates evidencing compliance are to be available to Owner, or the OCIP Administrator upon request.

## **Contractor Maintained Coverages**

The limits of liability shown for the insurance required of the Contractors and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors and Subcontractors for work performed under their Contract.

## CONTRACTOR-REQUIRED COVERAGE

Eligible Contractors shall provide evidence of workers' compensation insurance for off-site activities.

Excluded Contractors shall provide evidence of workers' compensation applicable to "on" and "off" site activities.

Eligible Contractors shall provide evidence of general liability insurance for off-site activities.

Excluded Contractors shall provide evidence of general liability insurance applicable to "on" and "off" site activities.

All Contractors and Subcontractors shall provide evidence of automobile liability. The OCIP does not cover automobile liability.

### Workers' Compensation and Employer's Liability

Part One - Workers' Compensation: Statutory Limit

Part Two - Employer's Liability: **Annual Limits:**

Bodily Injury by Accident, each Accident:	\$ 1,000,000
Bodily Injury by Disease, each Employee	\$ 1,000,000
Bodily Injury by Disease, Policy Limit:	\$ 1,000,000

### General and/or Excess Liability

	<u>Enrolled Parties/Excluded Parties</u>	
General Aggregate	\$2,000,000 /	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000 /	\$2,000,000
Personal/Advertising Injury	\$2,000,000 /	\$2,000,000
Each Occurrence Limit	\$2,000,000 /	\$2,000,000

Coverage is required to be on the most current ISO Occurrence form and shall apply to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent Contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.

### Automobile Liability

Commercial Business Auto Policy covering all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than **\$1,000,000 Combined Single Limit** each accident for Bodily Injury and Property Damage. Coverage will apply both on and away from the Project Site. All Subcontractors shall be required to maintain limits of not less than **\$1,000,000 Combined Single Limit**

### Property Insurance

Contractors and Subcontractors shall purchase and maintain the necessary property insurances to protect against the perils of fire and extended coverage, including vandalism, malicious mischief and theft, more commonly referred to as "All Risk" insurance, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms and property of the Owner held in its care, custody and/or control.

### Watercraft and Aircraft Liability

The operator of any watercraft or aircraft of any kind must maintain liability naming the Owner and the respective Contractor and/or Subcontractor as an

## CONTRACTOR-REQUIRED COVERAGE

additional insured with primary and non contributory wording. In addition, the limit of liability must be satisfactory to Owner. Such insurance requirements will be determined as the need arises.

### **Professional Liability**

Owner OCIP does not provide professional liability insurance.

If the Contractor or subcontractor is engaged as an architect, consultant, engineer, professional advisor or in any other professional capacity, Contractor and/or subcontractor shall at all times maintain in full force and effect Errors and Omissions (Professional Liability) insurance with liability limits satisfactory to Owner.

### **Pollution Liability**

Hazard remediation and demolition Contractors and Subcontractors who's Work involves removal or treatment of hazardous materials will provide and maintain Contractors Pollution Liability insurance. Such coverage will specifically schedule the type of work defined in the Contract. Owner will determine limits based on the nature of the contract and the risk involved.

### **Additional Insureds**

Where legally permissible, all insurance policies required in this Section 4 shall name Forest City – Hawaii CM, LLC and its entities as certificate holder and additional insureds utilizing ISO additional insured endorsement CG 20 10 11 85. See Section 7, exhibits 1 or 2, for required additional insureds list.

### **Note: Waivers Required**

Contractor Workers' Compensation, General Liability, Automobile, Umbrella or Excess Liability and Property insurers shall provide Waivers of Subrogation in favor of Owner and other designated Contractors. General and Excess Liability Policies will name Owner, its officers, employees and agents and any wholly owned subsidiaries or parent organizations as additional insureds and will state that coverage is primary and non-contributory.

## Contractor & Subcontractor Responsibilities

*Throughout the course of the Project, Contractors and Subcontractors will be responsible for reporting and maintaining of certain records as outlined in this section.*

The Contractor is required to cooperate with Owner and its OCIP Administrator in all aspects of OCIP operation and administration.

**Responsibilities of the Contractor include:**

- Identifying, and removing from its bid, the cost of OCIP-provided Insurance.
- Providing each Subcontractor with a copy of the Insurance Manual and Project Safety Standards
- Applying to the OCIP
- Including OCIP provisions in all subcontracts as appropriate
- Providing timely evidence of insurance to the OCIP Administrator
- Notifying the OCIP Administrator of all subcontracts awarded
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Notifying the OCIP Administrator immediately of any insurance cancellation or non renewal (Contractor-required insurance)
- Promptly Paying General Liability Obligations
- Assuring Subcontractor compliance with all OCIP requirements

## CONTRACTOR-RESPONSIBILITIES

### Responsibilities of Subcontractors of all tiers:

- Identifying, and removing from its bid, the cost of OCIP-provided Insurance.
- Reviewing and understanding coverages, exclusions, and limitations of OCIP policies
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Monitoring its lower tier Subcontractor's Certificates of Insurance
- Promptly Paying General Liability or Builders Risk Obligations, if required

## Contractor Bids

The Contractor and many Subcontractors may have already bid the project. As such, those bids include costs for insurance that Owner will provide to all Eligible and Enrolled Contractors and Subcontractors under the OCIP for Work performed at the Project Site, as outlined in Section 3 of this Insurance Manual. The paragraphs below, "Adjustments for Insurance Costs" describes the procedures for identifying "on-site" project insurance costs, and how you must account for these insurance costs. Section 7 of this manual contains several worksheets that can help you estimate your insurance costs for this project. The OCIP Administrator can also help with your estimate, as well as provide assistance to your own insurance representative to ensure your insurance carriers do not charge for coverage provided under the Hawaii Military Communities Development OCIP.

See Section 7 for sample forms that can help identify your insurance costs.

See Section 2 for information on contacting the OCIP Administrator.

## Adjustments for Insurance Costs

Each Contractor is required to *include* the cost of workers' compensation insurance, general liability and excess liability insurance in its bid price for the proposed scope of work (including Subcontracted work whether or not the Subcontractor is identified at the time of the bid). However, the Contractor, will show the total cost of insurance as a line item reduction for workers' compensation, general liability and excess liability insurance for on-site work.

To aid the Contractor and Subcontractors in identifying its insurance costs, the Contractor is required to submit a completed Insurance Cost Worksheet form (Aon-1) for its self-performed Work. Additionally, should any work be Subcontracted, Insurance Cost Summary (Aon-2) shall be provided to identify the total insurance costs included within each bid package. This information is also used by Aon to verify the adequacy of the submitted Insurance Costs.

## CONTRACTOR-RESPONSIBILITIES

Insurance credit will include overhead and profit portion based on insurance cost in bid.

The Initial Insurance Composite Rate for the Contract is computed on the Insurance Summary form (Aon-2) and is a compilation of the Aon-1 forms discussed above. Prior to the start of "on-site" operations, the contract Initial Insurance Composite Rate will be determined. The Initial Insurance Composite Rate will be used to calculate reductions in payments to the Contractor for work performed under the OCIP.

Insurance credit will include cost of projected losses contained in high deductible and other self-insurance programs.

Each Contractor and Subcontractor may be required to submit insurance documentation that supports the information supplied on the Aon-1 form. Documentation is to include the following pages from its policies, as follows:

- Declaration or information page
- Rate page(s)
- Deductible pages
- Verification of experience modification
- 5 Years of loss history for entities that retain losses

In those instances where the Aon-1 and/or Aon-2 forms are not complete or are not specific to the scope of work, the Contractor will be asked to re-complete the forms for their work or their Subcontracted work, as needed.

## Change Orders

Change orders will be priced by the Contractor and its Subcontractors to **include** their cost of workers' compensation, general liability and excess liability insurance based on the Initial Insurance Composite Rate.

## Contract Adjustments

Under Owner's OCIP, the final contract value and the final payroll breakdown, is determined by the OCIP insurance company audit. The audited contract information will be used to calculate the Contractor's and Subcontractor's true insurance costs (in the absence of the OCIP). If the results of this comparison demonstrate that the final, actual payrolls would have produced a different Insurance Credit, an additional Insurance Credit may be withheld from the Contractor's retention.

Contractors shall cooperate with Owner and OCIP Administrator to ensure that Insurance Credits are recovered from their Subcontractors of all tiers. Initial and subsequent Insurance Credit deductions from the Contractor will reflect the Contractor's and Subcontractor's own insurance costs for coverages provided by the OCIP. The OCIP Administrator, upon request, will assist the Contractor in identifying appropriate Subcontractor Insurance Credits.

## Enrollment

See Section 7 for sample OCIP forms.

Each Contractor shall provide details about its Subcontractors as necessary to enroll them in the OCIP. Owner will need all of the information requested on the Enrollment Application form (Aon-3) in Section 7. This form must be completed and submitted to the OCIP Administrator prior to mobilization to obtain coverage under the OCIP.

A separate Enrollment Application form (Aon-3) is required for each Eligible Subcontractor of any tier which performs Work at the Project Site. A separate Workers' Compensation policy will be issued to each enrolled Contractor and Subcontractor.

Each Enrolled Contractor or Subcontractor will receive a Confirmation Letter and a Certificate of Insurance evidencing OCIP coverage provided. A Confirmation Letter is a letter issued by the OCIP Administrator that confirms acceptance of the applicant into Owner's OCIP.

### **Note: Application for Enrollment is Required, but Acceptance into the OCIP is not automatic**

Application for enrollment into the OCIP is required, but not automatic. Other than Excluded Parties as defined on page 4, all Contractors and Subcontractors MUST complete the enrollment forms and participate in the enrollment process for OCIP coverage to apply. Access to the Project Site will not be permitted until enrollment is complete or, in the case of an Excluded Party, evidence of insurance for all required coverages has been provided to the OCIP Administrator.

## Safety Guidelines

**Safety Guidelines** establishing minimum standards or guidelines for contractor safety programs. Safety Guidelines are provided to all participants during the bidding process.

Each Contractor and Subcontractor is required to establish a written safety program.

## Assignment of Return Premiums

The cost of the OCIP insurance coverage is paid by Owner. The Owner will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Contractors and Subcontractors will assign, to Owner, all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP insurer(s). Contractors will assure that each Enrolled Subcontractor has executed such an assignment. The Enrollment Application form (Aon-3) supplied in Section 7 will be used for this purpose.

## Payroll Reports

Save Time, Report  
Payroll **Online!**  
Contact the OCIP  
administrator to set up your  
website userid and password  
to report payroll and access  
other OCIP information  
online.

Each Enrolled Contractor and Subcontractor of every tier must submit monthly payroll reports to the OCIP Administrator identifying man-hours and payroll for all work performed at the Project Site by Contract. This information will be used to provide the insurance company with information required for determining the Owner's premium. All payroll records on the project shall be kept separate from all other work.

Each Contractor and Subcontractor shall submit payroll reports prior to the 10<sup>th</sup> of the following month. Use the Payroll Report form (Aon-4), provided in Section 7. The monthly man-hour and payroll reports should include supervisory and clerical personnel on-site and cover all Work performed at or emanating directly from each Project Site.

Earnings for overtime should be included only at the normal hourly rate (**DO NOT INCLUDE EXTRA WAGES, OR PREMIUM PORTION OF OVERTIME PAY, WHEN CALCULATING PAYROLL**). Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours.

## Insurance Company Payroll Audit

Each Enrolled Contractor and Subcontractor is required to maintain payroll records for each Contract. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All Enrolled Contractors and Subcontractors shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurance carrier(s) or the Owner's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

### Note:

Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

## **Close Out and Audit Procedures**

Submit the Notice of Work Completion form (Aon-5) when a Contractor and/or an associated Subcontractor has completed its Work at the Project and no longer has on-site workers. The Aon-5 form will initiate the final payroll report and audit of payroll and man-hours by the OCIP Insurer. These Close Out and Audit activities are expected to take no longer than thirty (30) days. The ***OCIP Insurer*** is the insurance company (ies) named on a policy or certificate of insurance that provides coverage for the OCIP. A copy of the Notice of Work Completion form, (Aon-5) with instructions on the proper method for completion is found in Section 7.0.

Final payment will not be released by Owner until all necessary forms have been submitted to the OCIP Administrator and the final calculation of the insurance credits has been calculated.

## Claim Procedures

*This section describes basic procedures for reporting various types of claims: workers' compensation, liability, and damage to the project.*

### General Procedures

The supervisor of the injured employee shall immediately report all injuries, occupational-related illnesses or property damage to the Construction Manager. All Contractors and Subcontractors will instruct their employees and other personnel to report, in writing, within 24 hours *all* Accidents and Occurrences of any type to the Construction Manager and project Safety Team.

**A Claims Kit** will be provided to each contractor along with individual Workers Compensation policies.

### Investigation Assistance:

All Contractors and Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors and Subcontractors will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

## Workers' Compensation Claims

**T**he main responsibility for any Contractor and/or Subcontractor is first to see that the injured worker receives immediate medical care. This project has designated medical facilities to render treatment to workers injured on this project. The designated medical facilities are:

**The Medical Corner  
Ewa Access Road  
Honolulu International Airport  
Honolulu, HI 96819  
808.836.3900**

**The Medical Corner  
660 Kailua Road  
Kailua, HI 96734  
808.266.3900**

**The Medical Corner  
890 Kamokila Blvd.  
Kapolei, HI 06707  
808.674.1600**

As soon as practical, the supervisor of the injured employee shall immediately notify Forest City Hawaii, Inc. and the dedicated safety team of the injury. Forest City and the general contractor will have the paperwork necessary to file the claim. To file a Workers Compensation claim, fax a completed claim form as follows:

**INITIAL CLAIM FILING ONLY: 866.739.6981**

**SUBSEQUENT FAXES: 866.739.6983**

## General Liability Claims

**Report** all Liability claims to the Construction Manager.

Accidents at or around the job site resulting in damage to property of others (other than your own work product), or personal injury or death to a member of the public, must be reported immediately to the Construction Manager and project Safety Team. You may also be asked to complete an Accident Investigation form. The Construction

## CLAIMS PROCEDURES

Manager will have the paperwork necessary to record the incident and file the claim telephonically. To file a liability claim, fax a completed claim form as follows:

**INITIAL CLAIM FILING ONLY: 866.797.1077**

**SUBSEQUENT FAXES: 866.252.2245**

**Report** all project Property Damage to the Construction Manager immediately.

Do *not* voluntarily admit liability and cooperate with the Owner or the OCIP carrier representatives in the accident investigation. Instructions for reporting claims are located at the end of this Manual.

### Automobile Claims

**Report** all Auto claims to your insurance carrier and the Construction Manager.

*No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report accidents/claims involving their automobiles to their own insurers.*

However, all accidents occurring in or around the job site must be reported to the Construction Manager. Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

### Pollution Claims

Report claims by immediately notifying the Construction Manager and OCIP Administrator of any known or suspected pollution incidents or conditions.

## Forms

*This section contains the forms needed for reporting claims, reporting payroll and administration of the OCIP.*

This section contains the following forms:

	Notice of Award (To Notify Aon of Subcontractors)
Aon Form-1a	Insurance Cost Worksheet ( <i>Fixed Price Type Contracts</i> )
Aon Form-2	Insurance Cost Summary
Aon Form-3	Enrollment Application
Aon Form-4	Payroll Report
Aon Form-5	Notice of Work Completion
Exhibit 1	Sample Certificate of Insurance
Exhibit 2	Sample Certificate of Insurance

**Note:**

For assistance with completing these forms, please contact the Insurance Administrator at:

Aon Risk Services, Inc.  
c/o Daniel Gick  
Phone: 808-540-4382  
Fax: 877-852-3584

**A. Contractor Information:** Federal ID # or Soc. Sec. #: 1

<p>Company Name &amp; dba: <u>2</u></p> <p>Contact Name &amp; Title: _____</p> <p>Address: _____</p> <p>City, State, Zip Code: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E.mail Address: _____</p>	<p align="center">▼ Business Information (headquarters)</p>	<p align="center">▼ Contact Information (address questions to..)</p>
---	---	--

**B. Bid Information:** Bid Package No.: 1

Description of Work: 2

Proposed Contract Price \$: 3 Are you Submitting a bid to Forest City - Hawaii Military Communities, LLC:  Yes  No

Amount of Self Performed Work \$: 4 If No, identify to whom: 6

**C. Workers Compensation Insurance Information for Work Described Above:** <sup>(a)</sup> (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate (per \$100 payroll)	e Man-hours	f Payroll	g WC Premium (Payroll * Rate / 100)
1						
<b>Totals</b>				<u>2</u>	<u>3</u>	<u>4</u>
Identify the Amount of Your Claim Retention		<u>5</u>	Your Company's Workers Compensation Experience Modifier:		<u>6</u>	
Employers Liability Rate:		<u>8</u>	Modified Premium (line C4 x C6):		<u>7</u>	
			Employers Liability Premium:		<u>9</u>	
<b>10 Modification &amp; Discount Premium Factors</b>			<b>11 Rate</b>	<b>12 Amount</b>		
Mod 1: _____			+ OR - _____	_____		
Mod 2: _____			+ OR - _____	_____		
Mod 3: _____			+ OR - _____	_____		
Mod 4: _____			+ OR - _____	_____		
Total Modification Amount (Total of all amounts entered in column C12):						<u>13</u>
Total Workers Compensation Premium (line C7 + C9 + C13):						<u>14</u>

**D. General Liability:** <sup>(a)</sup> Rate: 1 2 Based On:  Total Payroll (C3)  Per 100 3 Rate factor: 4 Identify the Amount of Your Claim Retention: \_\_\_\_\_

Contract Price (B3)  Per 1,000

Other \_\_\_\_\_ GL Premium (D2 x D1 + D3): 5

**Excess/Umbr Liab:** <sup>(a)</sup> Rate: 6 7 Based On:  Total Payroll (C3)  Per 100 8 Rate factor: \_\_\_\_\_

Contract Price (B3)  Per 1,000

Other \_\_\_\_\_ Excess/Umbr Premium (D7 x D6 + D8): 9

**E. Builder's Risk/Installation Floater:** <sup>(f)</sup> Rate: 1 2 Rate factor  Per 100  Per 1,000 Builder's Risk/Installation Floater Premium (B3 x E1 + E2): 3

**F. Other Insurance Premiums:** <sup>(f)</sup> (Enter total premium costs identified on page 2) 1

**G. Totals** Total of all Insurance Premiums (Total of lines C14 + D5 + D9 + E3 + F1): 1

Overhead & Profit on Insurance Prem. %: 2 % O/H & Profit Amount (G1 x G2): 3

Total Initial Insurance Cost (Total of lines G1 + G3): 4

Contractor's Initial Insurance Cost Rate (Line G4 divided by total payroll in line C3 x 100): 5

**H. Signature Block :** I verify the information presented above and attachments are correct.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Completion of this form is a required part of your bid and must accompany your bid documents. Complete a separate form for each contractor, known subcontractor(s) and trades not currently awarded to a subcontractor. Duplicate this form as needed.

- (a) Please provide copies of the following documents to support your insurance cost calculations:
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Schedule of Values                              | <input checked="" type="checkbox"/> General Liability declaration and rate pages  |
| <input checked="" type="checkbox"/> Workers Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages  |
| <input checked="" type="checkbox"/> Experience Modification worksheet               | <input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000. |

Complete a separate form for each contractor, known subcontractor and trade not currently awarded to a subcontractor. Duplicate this form as needed. Completion of this form is a required part of your bid and must accompany your bid documents.

**A. Contractor Information**

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's main office location in the space provided below.
- 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and e.mail address if different than A-2

**B. Bid Information**

- 1 Enter the Bid Package Number, Contract Number or Purchase Order Number that was included in Forest City - Hawaii Military Communities, LLC's originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the total amount of your bid. Include both labor and material.
- 4 Identify the amount of work that you anticipate will be self-performed. Include both labor and material.
- 5 Check the appropriate box that identifies if you contract directly with Forest City - Hawaii Military Communities, LLC or are a subcontractor.
- 6 If you are a Subcontractor, identify the entity with whom you are under contract.

**C. Workers Compensation Insurance Information** *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included):*

- a Enter the two letter abbreviation for the state in which the work will be performed.
- b Enter each Workers Compensation class code that applies to your work identified in B2. *(Most states use a 4 digit Number)*
- c Enter the Workers Compensation class code description that applies to each class code identified in C1b.
- d Enter the Workers Compensation rate that applies to the specified class code.
- e Enter the estimated Man-hours required to complete the described work for each Workers Compensation class code.
- f Enter the estimated Payroll required to complete your work. Use only unburdened payroll and exclude the premium portion of any overtime pay.
- g Calculate the WC Premium by multiplying the Payroll (C1f) by the Rate (C1d) and dividing the result by 100. Repeat this calculation for each WC class code.
- 2 Total the estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total the estimated Payroll for each class code. Be sure to include information from additional pages if used.
- 4 Total the Workers Compensation Premium for each class code. Be sure to include information from additional pages if used.
- 5 Enter the amount of the Claim Retention / Deductible your company has on their existing Workers Compensation.
- 6 Enter your WC Experience Modifier. This information can be located on your Workers Compensation policy or on your NCCI Bureau Rating Sheet.
- 7 Calculate the Modified Premium by multiplying the WC Premium (C4) by the Experience Modifier (C6).
- 8 Enter your Employer's Liability Insurance Rate. This information can be found in your Workers Compensation policy.
- 9 Calculate your Employer's Liability Premium by multiplying the Modified Premium (C7) by the Employer's Liab. Rate (C8).
- 10 Identify the Modifiers that apply to your Workers Compensation Premium. This information can be located on your Workers Compensation Policy.
- 11 Enter the Rate for each identified Modifier. The information can be located on your Workers Compensation Policy
- 12 Calculate the Modified Premium Factor Amount by multiplying the Modified Premium (C7) by the Modified Premium Rate (C11) and dividing by 100. Be sure to identify if the Modification factor is an addition or reduction to your premium.
- 13 Total the Modified Premium Amounts by adding the numbers in column C12.
- 14 Calculate the Total Workers Compensation Premium by adding the Modified Premium (C7) to the Employer's Liab Premium (C9) and adding the Premium Modifications (C12).

**D. General Liability & Umbrella/Excess Liability Insurance**

- 1 Enter the General Liability Rate. This number can be found on your General Liability Policy
- 2 Identify the base the General Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the description in the space provided.
- 3 Identify the General Liability Rate factor by marking the box.
- 4 Identify the amount of your Claim Retention.
- 5 Calculate the General Liability Premium by multiplying the Bases (D2) by the Rate (D1) and dividing by the factor (D3).
- 6 Enter the Excess/Umbr Liability Rate. This number can be found on your Excess/Umbr Liability Policy
- 7 Identify the base the Excess/Umbr Liab. Rate applies to. If the base is other than Payroll or Revenue, enter the amount and description in the space provided.
- 8 Identify the Excess/Umbr Liability Rate factor by marking the box.
- 9 Calculate the Excess/Umbr Liability Premium by multiplying the Bases (D7) by the Rate (D6) and dividing by the factor (100 or 1,000).

**E. Builder's Risk/Installation Floater**

- 1 Enter the Builder's Risk/Installation Floater Rate. Locate this information on your Property Policy or Builder's Risk Policy.
- 2 Identify the base factor that it applies to (100 or 1,000).
- 3 Calculate the Premium by multiplying the Proposed Contract Price (B3) by the Rate (E1) and dividing it by the Factor (E2).

**F. Other Insurance Premiums**

- 1 For each of the Insurance Lines of Coverage identified below, Identify the Rate, Base and Factor. Calculate the Premium by multiplying the Base x Rate ÷ Factor. Total the Other Insurance Premiums in the space provided and carry that amount to the front page.

Line of Coverage	Rate	Base	Factor	Premium	Total Premium
Coverage A					

**G. Totals**

- 1 Calculate the Total of all Insurance Premium by adding Workers Compensation (C14), General Liability (D5), Excess/Umbr Liability (D9), Builder's Risk/Installation Floater (E3), and Other Insurance Premiums (F1).
- 2 Identify the Overhead & Profit Percentage that was applied to this project during the tabulation of the Proposed Contract Price.
- 3 Calculate the Overhead & Profit Amount by Multiplying the Total of all Insurance Costs (G1) by the Overhead & Profit Percentage (G2).
- 4 Calculate the Total Initial Insurance Cost by adding the Overhead & Profit Amount (G3) with the Total of all Insurance Premium (G1)
- 5 Calculate your rate by Dividing the Total Initial Insurance Cost (G4) by the Estimated Payroll (C3) and multiplying by 100.

**H. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.**

Note: Please provide copies of the following documents as part of your submittal:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Schedule of Values                              | <input checked="" type="checkbox"/> General Liability declaration and rate pages  |
| <input checked="" type="checkbox"/> Workers Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages  |
| <input checked="" type="checkbox"/> Experience Modification worksheet               | <input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000. |

**A. Bid Information**

1 Name of Prime Contractor: \_\_\_\_\_ Bid Package or 2 Purchase Order No.: \_\_\_\_\_  
 Proposed Contract Cost \$: 3 \_\_\_\_\_

**B. Aon Form-1a Summary**

Contracting Parties & Trades  Aon Form-1a Reference No.	Proposed Subcontract Amount B3 (Form-1a Ref.)	Estimated Man-hours C2 (Form-1a Ref.)	Estimated Payroll C3 (Form-1a Ref.)	Initial Insurance Cost G4 (Form-1a Ref.)
Prime Contractor : (Attach the Aon Form-1a)		1		3
4	5	6	7	8
9 List by Trade or Function	10	11	12	13
<b>C. Total for Contract: (Total all column entries)</b>		1	2	3
<b>D. Composite Insurance Cost Rate for Contract: (Line C4 ÷ C3 x100)</b>				4
<b>E. Signature Block:</b> I verify the information presented above and attachments are correct:				1

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 (please print)  
 Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Completion of this form is a required part of your bid and must accompany your bid documents. Duplicate this form as needed. An Aon Form-1a must be attached for each line entry made on this form. In addition, the following documentation must accompany each Aon Form-1a.

<input checked="" type="checkbox"/> Schedule of Values	<input checked="" type="checkbox"/> General Liability declaration and rate pages
<input checked="" type="checkbox"/> Workers Compensation declaration and rate pages	<input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages
<input checked="" type="checkbox"/> Experience Modification worksheet	<input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000.

This form is to be used by a Prime Contractor to summarize subcontract activity. This form may also be used by Subcontracts that must summarize sub subcontract activity of any tier. Submit this form with your Bid Documents.

**A. Bid Information**

- 1 Enter the Name of the Contractor whose activity is being summarized. For purposes of these instructions they will be called a Prime Contractor regardless of the fact that they may not hold a contract directly with Forest City - Hawaii Military Communities, LLC.
- 2 Enter the Bid Package Number, Contract Number or Purchase Order Number. This number accompanied Forest City - Hawaii Military Communities, LLC's original documentation.
- 3 Enter the Amount you have proposed as the Contract Price.

**B. Aon Form-1a Summary** (Information will either be found on the Contractor's Aon Form-1a or in situations where the subcontract uses additional tiers of subcontractors, the information will be found on an Aon Form-2 that summarizes their activity with their subcontracted activity.)

	Aon Form-1a Reference No.	Aon Form-2 Reference No
1 For the Prime Contractor enter the Estimated Man-hours	C2	
2 For the Prime Contractor enter the Estimated Payroll	C3	
3 For the Prime Contractor enter the Total Initial Insurance Cost	G4	
4 For each Subcontractor, enter the firm's Name	A2	A1
5 For each Subcontractor, enter the Proposed Contract Cost	B3	A3
6 For each Subcontractor, enter the Estimated Man-hours	C2	C2
7 For each Subcontractor, enter the Estimated Payroll	C3	C3
8 For each Subcontractor, enter the Total Initial Insurance Cost	G4	C4
9 For the Activity that has <i>not</i> been assigned to a Subcontractor, enter the Trade or Functional Description	A2	
10 For the Activity that has <i>not</i> been assigned to a Subcontractor, enter the Estimated Contract Amount	B3	
11 For the Activity that has <i>not</i> been assigned to a Subcontractor, enter the Estimated Man-hours	C2	
12 For the Activity that has <i>not</i> been assigned to a Subcontractor, enter the Estimated Payroll	C3	
13 For the Activity that has <i>not</i> been assigned to a Subcontractor, enter the Estimated Initial Insurance Credit	G4	

**C. Total Estimates for Contract**

- 1 Total the Proposed Subcontract Amount for the identified activity.
- 2 Total the Estimated Man-hours for the identified activity.
- 3 Total the Estimated Payroll for the identified activity.
- 4 Total the Initial Insurance Cost for the identified activity.

**D. Composite Insurance Cost Rate for Contract**

- 1 Calculate the Composite Rate for the Contract by dividing the Total Initial Insurance Cost (C4) by the Total Estimated Payroll (C3) and multiplying by 100.

**E. Signature Block :** This form must be signed by a representative of your company knowledgeable of its accuracy.

Completion of this form is a required part of your bid and must accompany your bid documents. Duplicate this form as needed. An Aon Form-1a must be attached for each line entry made on this form. In addition, the following documentation must accompany each Aon Form-1a.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Schedule of Values                              | <input checked="" type="checkbox"/> General Liability declaration and rate pages   |
| <input checked="" type="checkbox"/> Workers Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages   |
| <input checked="" type="checkbox"/> Experience Modification worksheet               | <input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more the \$5,000. |





**ENROLLMENT APPLICATION**  
Numbers reference attached instructions

Forest City  
HI Military Communities, LLC  
Page 2 of 3

**F. Subcontract Information:** List all Subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:

1 Subcontractor	2 Subcontract \$	3 Contact Person	4 Address	5 Phone & Fax No	6 Estimated Start Date

**G. Enrollment Questions:** Answer each question. Use additional paper if necessary.

- 1 Will you have any off-site location(s) 100% dedicated to this project?  Yes  No If yes, please provide address:  
\_\_\_\_\_
- 2 Please check if:  Any aircraft used on this project  Any watercraft used on this project
- 3 Please indicate if labor from the following sources will be used:  Employee Leasing Firm  Temporary Labor Agency
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_
- 7 \_\_\_\_\_

**H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE**

- 1 Premiums for this Program are the responsibility of *Forest City - Hawaii Military Communities, LLC* and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to *Forest City - Hawaii Military Communities, LLC*. This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by *Forest City - Hawaii Military Communities, LLC* are assigned to *Forest City - Hawaii Military Communities, LLC*.
- 2 I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Contract Documents.
- 3 I authorized the release of all claim information for all insurance policies under this Program.
- 4 It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.
- 5 I have omitted from my bid the insurance costs for the coverage provided by *Forest City - Hawaii Military Communities, LLC*. I further agree to the Aon Verified Insurance Cost Rate as described in the Insurance Manual.
- 6 The statements in this insurance application are true to the best of my knowledge.


**I. Signature Block :** I verify the information presented above and attachments are correct:

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Fax or Mail to: Daniel Gick  
Aon Risk Services  
201 Merchant Street Suite 2400  
Honolulu, Hawaii 96813

Phone: 808-540-4382  
Fax: 877-852-3584

	<b>ENROLLMENT APPLICATION</b> INSTRUCTION	<b>Forest City</b> <b>HI Military Communities, LLC</b> Page 3 of 3
This form must be completed and submitted by each successful Contractor and Subcontractor of any tier prior to Site mobilization for each contract awarded. The Contractor and Subcontractor will submit the completed form to Aon Risk Services. Upon receipt of this form, Aon will issue to the Contractor or Subcontractor a Certificate of Insurance evidencing coverage in the Controlled Insurance Program. The completed Certificate of Insurance and Workers Compensation insurance policy will be mailed to the Enrolled party.		
<b>A. Contractor Information</b>		
1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return. 2 Enter your company's name, mailing address and phone/fax number for your company's primary office location. 3 Enter the name of the person Aon should contact if questions arise. Include mailing address, phone/fax and e.mail address, if different than A2. 4 Identify your company's legal structure by checking the box that applies. If the correct legal structure is not specifically listed, please check the "Other" box and specify in the space provided.		
<b>B. Contract Information</b>		
1 Enter the Contract Number or Purchase Order Number that was included in Forest City - Hawaii Military Communities, LLC's originating documentation. 2 Supply the Date this Contract was awarded to your organization. 3 Provide a brief description of the work you will be performing at the project site. 4 Identify the total amount of your contract. Include both labor and material. 5 Identify the amount of work that you anticipate will be self-performed. Include both labor and material. 6 Check the appropriate box that identifies if you contract directly with Forest City - Hawaii Military Communities, LLC or are a Subcontractor. 7 If you are a Subcontractor, identify the entity with whom you are under contract. 8 Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated. 9 Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.		
<b>C. Contacts</b> <i>(Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities.)</i>		
1 Identify the name of the person and their title for each function. These individuals should be located, if at all possible, on-site. 2 Provide the phone number for each person identified above. 3 Provide the fax number for each person identified above. 4 Provide the e.mail address for each person identified above, if applicable. 5 Identify the physical location where your payroll records are retained. Provide the Address, City, State, Zip Code, Telephone, Fax Number and E.mail Address of the person responsible for maintaining the payroll information.		
<b>D. Workers Compensation Information</b> <i>(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included.)</i>		
1 a Enter the two letter abbreviation for the state in which the work will be performed. b Enter each Workers Compensation class code that applies to the work identified in B2. (Most states use a 4 digit Number) c Enter the Workers Compensation class code description that applies to the work identified in D1b. d Enter the estimated Man-hours required to complete the described work by Workers Compensation class code. e Enter the estimated Payroll required to complete the described work for each Workers Compensation class code. Use only unburdened payroll and exclude the premium portions of any overtime pay. 2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used. 3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.		
<b>E. Current Off-Site Workers Compensation Information</b> <i>(Information relates to your corporation's existing coverage; identify each modification factor that applies.)</i>		
1 Enter the State that the Modification Information applies to. 2 Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets. 3 Enter the Bureau Rating Agency. In most states this is NCCI. 4 Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets. 5 Identify your insurance carrier for Workers Compensation Coverage. 6 Provide your Workers Compensation Policy Number. 7 Provide the effective date of your Workers Compensation policy. 8 Provide the expiration date of your Workers Compensation policy.		
<b>F. Subcontractor Information</b> <i>(Provide the following information for each Subcontractor that will be performing work at the project site. Use additional sheets, if necessary.)</i>		
1 Identify the name of the Subcontracting firm. 2 Provide the estimated value of the subcontracted activity. 3 Provide a contact name, preferably the project manager, for the Subcontractor. 4 Provide the mailing address for the Subcontractor. 5 Provide the phone number for the Subcontractor. 6 Provide the date the Subcontractor is scheduled to begin work.		
<b>G. Enrollment Questions</b>		
1 Determine if you will have any locations, off-site, that will be 100% dedicated to this project. Include material/supply storage as a possible location. Mark the appropriate box (yes/no). If you answer yes – provide the address of each location you identified as 100% dedicated. 2 Mark the box or boxes that apply. Contemplate only work performed under this contract. 3 Mark the box or boxes that apply. Employee Leasing Firm are those firms that supply the labor force for your company <i>(You direct the activities of the Leasing Company's employees)</i> . Temporary Labor Firms supplement your labor force.		
<b>H. Warranty Statements:</b>		
1-6 Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact the Aon administrator identified on page 2.		
<b>I. Signature Block:</b> This form must be signed by a representative of your company knowledgeable of its accuracy.		
Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page 2 of this form. The administrator prior to the start of your work on-site must receive this form.		

Complete a Separate Form for Each Contract with Forest City - Hawaii Military Communities, LLC.  
Your report is due to the Aon Insurance Administrator, identified below, no later than the 10<sup>th</sup> day of the succeeding month.  
Complete this report even though no work was performed; enter zero (0) for the Reportable Payroll.  
Delay in providing this report may result in payments being withheld.

**A. Report Identification**

Period Beginning: <sup>1</sup> \_\_\_\_\_ Period Ending: <sup>2</sup> \_\_\_\_\_ Year: <sup>3</sup> \_\_\_\_\_  
 Contractor: <sup>4</sup> \_\_\_\_\_  
 Under Contract with: <sup>5</sup> \_\_\_\_\_  
 Contract #: <sup>6</sup> \_\_\_\_\_ Hawaii Military Communities, LLC

**B. Activity Report**

a State	b Workers Compensation Class Code	c Work Description	d Man-Hours	e Gross Payroll	f Reportable Payroll *
1					
<b>TOTALS:</b>			<sup>2</sup>	<sup>3</sup>	<sup>4</sup>

\* Do not include premium (excess) overtime wages, use straight time wage rates only.

**C. Additional Data Requirements :**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**D. Signature Block :** I verify the information presented above and attachments are correct:

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 (please print)  
 Title: \_\_\_\_\_ Signature: \_\_\_\_\_

CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN AON FORM-5 "NOTICE OF WORK COMPLETION" AND INCLUDE WITH THIS PAYROLL REPORT.

**Note:** Information can be submitted on-line at [www.aonwrap.aon.com](http://www.aonwrap.aon.com). Please contact your Administration Staff to obtain a user ID and Password.

Fax or Mail to: Daniel Gick  
 Aon Risk Services  
 201 Merchant Street Suite 2400  
 Honolulu, Hawaii 96813

Phone: 808-540-4382  
 Fax: 877-852-3584



**ON-SITE PAYROLL REPORT**  
INSTRUCTION

Forest City  
HI Military Communities, LLC

Page 2 of 2

The Contractor and every Subcontractor of any tier performing work at the Project Site for each Contract awarded must complete this form each month. The Contractor/Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Contractors will be responsible for the submission of this form by their Subcontractors. Aon Risk Services can forward a supply of these forms to your company upon request.

**A. Report Identification**

- 1 Fill in the month and day for the beginning of the period you are reporting on.
- 2 Fill in the month and day for the ending of the period you are reporting on.
- 3 Fill in the year that applies to the reporting period.
- 4 Enter the name of your firm.
- 5 If you are a Subcontractor, identify the name of the firm you are contracted to. If you are a Prime Contractor enter N/A
- 6 Provide your Contract Number

**B. Activity Report**

- 1 For each Workers Compensation Class Code that applies to work performed during the reporting period, provide the following information:
  - a Identify the state in which the work was performed.
  - b Identify the Workers Compensation Class Code that applies to the work performed during the period. (Most states use a four digit No.)
  - c Provide a brief description of the work by class code.
  - d Identify the number of Man-hours worked by your employees for each applicable class code.
  - e Provide the Gross Payroll paid to your employees. This should include overtime pay and vacation pay.
  - f Determine the Reportable Payroll. Reportable Payroll does not include the premium portion of any overtime pay (i.e. 45 hours X \$10.00/hr = 450.00 *do not include the premium overtime pay of \$5.00 for the 5 hours of overtime*)
- 2 Total the Man-hours provided on the payroll report.
- 3 Total the Gross Payroll provided.
- 4 Total the Reportable Payroll.

**C. Additional Data Requirements:** If questions are listed in this section of the form, they are unique to this project. Please refer to the Insurance Manual.

**D. Signature Block:** This form must be signed by a representative of your company with the authority to Verify the information is correct.

**Note:** Information can be submitted on-line at [www.aonwrap.aon.com](http://www.aonwrap.aon.com). Please contact your Administration Staff to obtain a user ID and Password.

**A. General Information**

1  
Contractor Name: \_\_\_\_\_

2  
Contract #: \_\_\_\_\_ Hawaii Military Communities, LLC

3  
Description of Work \_\_\_\_\_

4  
Date Work Completed: \_\_\_\_\_

5  
Date this Contract Completed: \_\_\_\_\_

**B. Work Completion**

The following Subcontractors have completed their Work at the Project Site:  
(Add attachment if more space is needed)

a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed
1			

**Location of your payroll records** (Receipt of this form will initiate the payroll audit process):

Address: \_\_\_\_\_ 2

City, State, Zip Code: \_\_\_\_\_

Contact/Phone #: \_\_\_\_\_

**C. Signature Block**

The undersigned acknowledges request for termination of Coverage under the OCIP as of the date indicated above for the specified Contract. Should we return to the work Site, we will be working under our own insurance program and must provide *Forest City - Hawaii Military Communities, LLC* with a Certificate of Insurance showing our own Coverage as detailed in our contract.

Signed by: \_\_\_\_\_ 1  
Name & Title \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ 2  
Construction Manager (Name & Title) \_\_\_\_\_ Date \_\_\_\_\_

Fax or Mail to: Daniel Gick  
Aon Risk Services  
201 Merchant Street Suite 2400  
Honolulu, Hawaii 96813

Phone: 808-540-4382  
Fax: 877-852-3584


	<b>NOTICE OF WORK COMPLETION</b> <small>Instruction</small>	<b>Forest City                  HI Military Communities, LLC</b> <small>Page 2 of 2</small>
<p>This form will be completed and returned to the Forest City – Hawaii Military Communities LLC OCIP Administrator by the contractor or Subcontractor whenever work is completed for each Contract or Subcontract. This form will initiate the final payroll audit process for the Contractor/Subcontractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.</p>		
<p><b>A. General Information</b></p> <ol style="list-style-type: none"> <li>1 Provide the name of the Contractor completing their work.</li> <li>2 Enter the contract number for the work being completed.</li> <li>3 Provide a brief description of the work being completed.</li> <li>4 Provide the Date the Work was completed.</li> <li>5 Provide the Date the Contract was completed, if other than work completion date.</li> </ol>		
<p><b>B. Work Completion</b></p> <ol style="list-style-type: none"> <li>1a Enter the name of each Subcontractor that performed work for you that has also completed their work.</li> <li>b Enter Subcontractors Contract Number.</li> <li>c Provide a brief description of their work.</li> <li>d Provide the Date they completed their work.</li> <li>2 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information for audit purposes.</li> </ol>		
<p><b>C. Signature Block</b></p> <ol style="list-style-type: none"> <li>1 This form must be signed by a representative of your company with the authority to Verify that the information is correct.</li> <li>2 Have this form approved by the Construction Manager for the Project Site.</li> </ol>		

Exhibit 1 – Sample Certificate of Insurance for Enrolled Contractors

ACORD®		CERTIFICATE OF INSURANCE			ISSUE DATE: CURRENT DATE	
<b>PRODUCER</b> Insurance Agent's Name And Address  <b>TELEPHONE #</b>		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				
<b>INSURED</b>  Contractor or Subcontractor's Name and Address  Sample Certificate for <u>Enrolled Contractors</u>  Required Insurance		<b>COMPANIES AFFORDING COVERAGE</b>  COMPANY A INSURANCE CARRIER LETTER  COMPANY B LETTER  COMPANY C LETTER  COMPANY D LETTER				
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT 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 SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____	Policy Number			GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)	\$1,000,000 \$1,000,000  \$1,000,000 \$50,000 \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	Policy Number			EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS <input checked="" type="checkbox"/> AL _____ (Each accident) (Disease-policy limit) (Disease-each employee)	\$1,000,000 \$1,000,000 \$1,000,000
A	OTHER: EQUIPMENT FLOATER	Policy Number			Owned, Leased, or Borrowed Equipment Limit = Total Value	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Hawaii Military Communities, LLC. Certificate Holders are Additional Insureds on a Primary and Non-contributing basis for General Liability, Automobile and Umbrella coverage. Waiver of Subrogation in favor of Certificate Holders and all Contractors applies to all policies. General Liability and Workers' Compensation apply off-site.						
<b>CERTIFICATE HOLDER</b>  Forest City – Hawaii CM, LLC; et al. (see attached) c/o Aon Risk Services, Inc 201 Merchant Street, Suite 2400 Honolulu, Hawaii 96813  Attention: Daniel Gick			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  <b>AUTHORIZED REPRESENTATIVE</b> By: <i>original signature</i>			
<b>ACORD 25-S (3/93)</b>			© ACORD CORPORATION 1993			

**F O R M S**

Each Certificate of Insurance must include the following attached to the Certificate of Insurance:

The following parties are named as additional insureds to the General Liability, Automobile Liability and Excess Liability policies:

- 1 Ohana Military Communities, LLC (OMC, LLC)  
2969 Mapunapuna Place, Suite 210  
Honolulu, Hawaii 96819
- 2 Hawaii Military Communities, LLC (HMC, LLC)  
5173 Nimitz Road  
Honolulu, Hawaii 96818
- 3 Department of the Navy  
Pacific Division  
Naval Facilities Engineering Command  
258 Makalapa Drive, Suite 100  
Pearl Harbor, Hawaii 96860-3134
- 4 FC Hawaii, Inc.  
Terminal Tower, 50 Public Square, Suite 1170  
Cleveland, Ohio 44113-2267
- 5 Forest City Enterprises, Inc.  
Terminal Tower, 50 Public Square, Suite 1170  
Cleveland, Ohio 4113-2267
- 6 Bank of New York Trust Company, N.A.  
550 Kearny Street, Suite 600  
San Francisco, California 94108-2527
- 7 TriMont Real Estate Advisors, Inc.  
Monarch Tower  
3424 Peachtree Rd., N.E., Suite 2200  
Atlanta, Georgia 30326
- 8 Forest City Residential Management, Inc.  
50 Public Square  
Terminal Tower, Suite 1160  
Cleveland, Ohio 44113-2267
- 9 Forest City Residential Group, Inc.  
50 Public Square  
Terminal Tower, Suite 1160  
Cleveland, Ohio 44113-2267

Exhibit 2 – Sample Certificate of Insurance for Excluded Parties

ACORD®		<b>CERTIFICATE OF INSURANCE</b>			ISSUE DATE: CURRENT DATE	
<b>PRODUCER</b> Insurance Agent's Name And Address  TELEPHONE #		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				
<b>INSURED</b>		<b>COMPANIES AFFORDING COVERAGE</b>				
Contractor or Subcontractor's Name and Address		COMPANY A INSURANCE CARRIER LETTER				
Sample Certificate for <u>Excluded Contractors</u>		COMPANY B LETTER				
Required Insurance		COMPANY C LETTER				
Required Insurance		COMPANY D LETTER				
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT 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 SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____	Policy Number			GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)	\$2,000,000 \$2,000,000  \$2,000,000 \$50,000 \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	Policy Number			EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS <input checked="" type="checkbox"/> ALL _____ (Each accident) (Disease-policy limit) (Disease-each employee)	\$1,000,000 \$1,000,000 \$1,000,000
A	OTHER: EQUIPMENT FLOATER	Policy Number			Owned, Leased, or Borrowed Equipment Limit = Total Value	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Hawaii Military Communities, LLC. Certificate Holders are Additional Insureds on a Primary and Non-contributing basis for General Liability, Automobile and Umbrella coverage. Waiver of Subrogation in favor of Certificate Holders and all Contractors applies to all policies. <b>ALL COVERAGES APPLY ON &amp; OFF-SITE.</b>						
<b>CERTIFICATE HOLDER</b>  Forest City – Hawaii CM, LLC; et al. (see attached) c/o Aon Risk Services, Inc 201 Merchant Street, Suite 2400 Honolulu, Hawaii 96813  Attention: Daniel Gick			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  <b>AUTHORIZED REPRESENTATIVE</b> By: <i>original signature</i>			
ACORD 25-S (3/93)			© ACORD CORPORATION 1993			

**F O R M S**

Each Certificate of Insurance must include the following attached to the Certificate of Insurance:

The following parties are named as additional insureds to the General Liability, Automobile Liability and Excess Liability policies:

- 1 Ohana Military Communities, LLC (OMC, LLC)  
2969 Mapunapuna Place, Suite 210  
Honolulu, Hawaii 96819
- 2 Hawaii Military Communities, LLC (HMC, LLC)  
5173 Nimitz Road  
Honolulu, Hawaii 96818
- 3 Department of the Navy  
Pacific Division  
Naval Facilities Engineering Command  
258 Makalapa Drive, Suite 100  
Pearl Harbor, Hawaii 96860-3134
- 4 FC Hawaii, Inc.  
Terminal Tower, 50 Public Square, Suite 1170  
Cleveland, Ohio 44113-2267
- 5 Forest City Enterprises, Inc.  
Terminal Tower, 50 Public Square, Suite 1170  
Cleveland, Ohio 4113-2267
- 6 Bank of New York Trust Company, N.A.  
550 Kearny Street, Suite 600  
San Francisco, California 94108-2527
- 7 TriMont Real Estate Advisors, Inc.  
Monarch Tower  
3424 Peachtree Rd., N.E., Suite 2200  
Atlanta, Georgia 30326
- 8 Forest City Residential Management, Inc.  
50 Public Square  
Terminal Tower, Suite 1160  
Cleveland, Ohio 44113-2267
- 9 Forest City Residential Group, Inc.  
50 Public Square  
Terminal Tower, Suite 1160  
Cleveland, Ohio 44113-2267