

# Project Insurance Manual



## Volkswagen Group of America

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## **WELCOME TO THE VOLKSWAGEN CONTROLLED INSURANCE PROGRAM**

To Our Valued Contractors:

On behalf of Volkswagen Group of America, I would like to thank you for your participation in our Controlled Insurance Program (CIP). Like you, the team assembled for the CIP is dedicated to a safe work environment, and we are committed to achieving that objective. Your participation in the CIP is a key component of that effort.

This Project Insurance Manual contains important information about the CIP, and we encourage you to read and review it with your own insurance broker. Please direct any questions about the CIP to the appropriate representative of Lockton Companies LLC, our CIP Administrator. Telephone numbers and other contact information are set forth inside.

We look forward to working with you on this Project to make it safe and successful.

Sincerely,

Rick Vassar

Volkswagen Risk Management

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## **SECTION 1. SAFETY ON THE PROJECT SITE IS A PRIORITY**

You are responsible for ensuring that your employees and the general public will be provided an environment that is safe and free of recognized hazards during construction activities at the Project Site. In addition, you must develop your own written site-specific safety program for review and approval by the Site Safety Director. At a minimum, the site-specific safety program must conform to the requirements of the Owner's comprehensive site-specific safety program for the Project, as set forth in the *Master Project Safety Manual*, and all applicable local, state and federal safety laws and regulations.

The Owner's comprehensive site-specific safety program for the Project applies to all persons on the Project Site, including all contracted and subcontracted employees (at any tier), visitors and vendors. It includes, without limitation, the following mandatory items, which may exceed Federal OSHA standards and other common construction industry practices pertaining to safety:

- pre-construction procedures/safety information submittals
- new hire orientation safety training
- drug and alcohol policy/testing
- staffing of safety personnel
- 100% fall protection for all trades that work at or above 6 feet
- wearing of head and eye protection at all times
- safety committee participation/representation
- safety training participation
- transitional duty/return-to-work program participation
- security and public protection measures

In order to obtain detailed information about the Project's comprehensive site-specific safety program requirements, or to receive a copy of the *Master Project Safety Manual*, please contact the office of the Site Safety Director at the Project Site. This information should be requested, received, reviewed and understood prior to mobilization.

## SECTION 2. CIP PROCESS OVERVIEW AND OTHER INFORMATION

### Section 2.1 Overview of Basic Requirements and Components

The following provides an overview of some of the basic requirements and components of the CIP process. It applies to all Eligible Parties.

- You must prepare your bid to include your cost (Estimated CIP Insurance Cost) to provide the insurance required for the Project as if the CIP were not implemented.
- If your bid is accepted, you must contact the CIP Administrator to discuss the process for enrolling in the CIP. Enrollment is mandatory but not automatic.
- Prior to starting work at the Project Site, you must complete and submit the required *Enrollment Form* to the CIP Administrator. You also must complete and submit an *Insurance Deduct Calculation Worksheet* and all required documentation to the CIP Administrator for its review. These blank forms can be found in the Appendix to this Manual.
- The required documentation is as follows:
  - Copy of the Workers' Compensation policy page(s) that displays the applicable rate(s) for the work and the premium calculation
  - Copy of the General Liability policy rate page(s) that displays the applicable rate(s) for the work
  - Copy of the Umbrella/Excess liability policy rate page(s) that displays the applicable rate(s) for the work or indicates that the policy is rated on a flat basis
  - Copy of the current Experience Modification Worksheet
  - Copy of other documents as specified by the Owner or the CIP Administrator.
- Your Estimated CIP Insurance Cost will be deducted by change order or otherwise from the bid price and contract amount.
- The CIP Administrator will transmit a letter and certificate/evidence of insurance to you to confirm your enrollment in the CIP, if approved. A workers' compensation policy will be mailed shortly thereafter.
- You must provide a certificate of insurance from your agents, brokers or insurers to the CIP Administrator, providing evidence of required coverages away from the Project Site (Off-Site) for workers' compensation and general/excess liability, as well as On-Site and Off-Site automobile liability insurance, contractor's equipment floater coverage, and other insurance required by the Contract Documents.
- You must include required CIP contract language in all subcontracts and provide a copy of this Manual to all Subcontractors.

- You must send immediate notice of each subcontract award to the CIP Administrator, using the required *Subcontractor Award* form set forth in the Appendix to this Manual.
- After enrollment, you must submit a *Monthly Payroll Report* each month and for each contract to the CIP Administrator for the duration of your work. These monthly payroll reports are due no later than the 10<sup>th</sup> day of each month. You also can provide copies of these CIP monthly payroll reports to your own insurance companies to ensure the payroll for the Project is deleted from audits of your regular insurance policies.
- You must comply with all safety and claim reporting procedures established for the Project.
- You must provide notice to the Owner and the CIP Administrator of completion of your work, using the required *Notice of Completion* form set forth in the Appendix to this Manual.
- The Owner, the CIP Administrator and/or a CIP Insurer may conduct an audit of your payroll records for the Project.
- The CIP Administrator will calculate a Final CIP Adjustment for each contract.

Please refer to the other parts of this Manual for more detailed information about the CIP and other insurance and administrative requirements, including insurance requirements for Excluded Parties.

## Section 2.2 What This Manual Does

This Manual:

- identifies responsibilities of the various parties involved in the Project
- provides a basic description of the CIP coverage and program structure
- describes audit and administrative procedures
- provides a basic description of other insurance requirements
- will be updated as necessary

## Section 2.3 What This Manual Does Not Do

This Manual does not:

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

Section 2.4 Waiver of Rights Relating to Deductibles or Inadequate Limits

You waive all rights of recovery against the Owner, its officers, directors, partners, employees, consultants, agents and affiliates, and other Contractors and Subcontractors due to deductibles or inadequate limits of any insurance policies that are in any way related to the work at the Project Site.

Section 2.5 Minimum Insurance Limits Do Not Affect Obligations to Owner

Any insurance limits set forth in this Manual or the Contract Documents are minimum limits only and are not intended to restrict, relieve, or limit the liability or obligation of Contractors or Subcontractors imposed by the Contract Documents, the CIP insurance policies, or by law, including without limitation, any indemnification obligations under the Contract Documents.

Section 2.6 Future Updates to This Manual are Binding

The Owner has the right to amend this Manual in the future. All future amendments to this Manual will be binding on you.

### SECTION 3. IMPORTANT CONTACT INFORMATION

<b>Project Owner:</b>	<b>Volkswagen</b>	
Risk Management	Richard Vassar	
Site Safety Director - Equipment	Vic Daleregno	Phone: (423) 333-3855
<b>Contractor:</b>	<b>SSOE (Alberici)</b>	
Project Executive	Nathan Czerniejewski	
Site Safety Director - Construction	Roger Fulmer	Phone: (713) 637-5961
<b>CIP Administration:</b>	<b>Lockton Companies LLC</b>	<b>Address:</b> Lockton Companies, LLC 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906 Phone: (816) 960-9000 Fax: (816) 960-9099
CIP Unit Manager	Frank Kilarr	Phone: (816) 960-9591
CIP Account Executive	Christy McHenry	Phone: (816) 960-9983
CIP Enrollment Coordinator	Tammi Henderson	Phone: (816) 960-9403
Loss Control	Dwayne Hartman	Phone: (636) 379-5227
Claims Consultant	Caridad Flowers	Phone: (816) 960-9589
Injury Counselor	Barbara Walker	Phone: (816) 960-9739
<b>Insurance:</b>	<b>Carrier:</b>	<b>Policy Number:</b>
Workers' Compensation*	ACE	C45553681
General Liability	ACE	G24511819
Umbrella Liability	ACE	XCPG23865348
Excess Liability	Great American	EXC2195495
Contractors Pollution Liability	ACE	PPLG24926965001
Builders Risk	Allianz – Quota Share	ATO3009930

\* The workers' compensation policy number listed above is the master policy number for the CIP. Separate policy numbers will be assigned to each Enrolled Party.

## SECTION 4. DEFINITIONS

As used in this Manual:

**"CIP Administrator"** means Lockton Companies LLC.

**"CIP"** means Controlled Insurance Program.

**"Contract Documents"** means the documents executed between a Contractor and the Owner and/or a Contractor and a Subcontractor and/or between Subcontractors of different tiers.

**"Contractor"** means a Contractor and/or the entity that has a contract with the Owner to perform work at the Project Site.

**"Eligible Parties"** means Contractors and Subcontractors performing work at the Project Site, except those designated as Excluded Parties.

**"Enrolled Parties"** means Contractors and Subcontractors that have been enrolled in the CIP, as evidenced by a confirmation letter and certificate of insurance issued by the CIP Administrator.

**"Estimated CIP Insurance Cost"** means the amount of estimated insurance cost, including profit and overhead, to provide the required insurance as if the CIP were not implemented. This amount is subject to verification and adjustment by the CIP Administrator in its discretion.

**"Excluded Parties"** means Contractors and Subcontractors that are no longer in the CIP or that are not eligible for enrollment as provided below:

- entities who perform hazardous materials remediation, abatement, removal, and/or transport companies and their consultants;
- architects, surveyors, engineers, and soil testing engineers, and their consultants;
- any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Project Site (provided, however, that the Owner at its sole discretion may designate a fabricator or supplier as an Eligible Party in the event that it or its Subcontractors directly generates payroll at the Project Site).
- vendors, suppliers, fabricators, material dealers, truckers, haulers, owner/operators (independent contractors), drivers, and others whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling, and/or unloading of material, supplies, and/or equipment to or from the Project Site.
- Subcontractors who do not perform any actual work on the Project Site.
- any other parties whom the Owner at its sole discretion, or through the CIP Administrator, elect to exclude from the CIP, even if otherwise eligible.

**"Final Audited Payroll"** means the total of all expended payroll for work performed at the Project Site, for each contract, and verified by the Owner, the CIP Administrator or an Insurer.

**"Final CIP Insurance Adjustment"** means the difference between the Final CIP Insurance Cost and the Estimated CIP Insurance Cost.

**"Final CIP Insurance Cost"** means the amount determined by the CIP Administrator based on the final contract value (including all change orders) and the Final Reported Payroll (or Final Audited Payroll, if applicable), together with the rates, the experience modification factor and other factors applied at the time of enrollment (and with respect to any change orders greater than \$500,000 for which the required forms and information are provided to the CIP Administrator).

**"Final Reported Payroll"** is defined as the total of all expended payroll reported to the CIP Administrator for work performed at the Project Site for each contract.

**"Insurance Deduct Calculation Worksheet"** is defined as the worksheet required to be completed and submitted by an Eligible Party to the CIP Administrator in order to determine its Estimated CIP Insurance Cost.

**"Insurer"** means any insurance company issuing policies for the CIP.

**"Manual"** means this Project Insurance Manual.

**"Off-Site"** means the premises out side of the area defined by the Owner as the Project Site.

**"On-Site"** means the premises within the area defined by the Owner as the Project Site.

**"Owner"** means Volkswagen Group of America.

**"Project Site"** means the Owner's assembly plant under construction in Chattanooga, Tennessee.

**"Subcontractor"** means a person or entity of any tier under a Contractor that has a contract or purchase order to perform work at the Project Site.

**"You"** means a Contractor or a Subcontractor, as applicable.

The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

## **SECTION 5. CIP SUMMARY OF COVERAGES**

### **Section 5.1 General.**

The purpose of the CIP is to provide a consolidated insurance program to protect all Enrolled Parties against injuries and liabilities arising out of work at the Project Site. The CIP provides Workers' Compensation and Employers Liability, Commercial General Liability, Excess Liability and Builders Risk coverage for On-Site operations. CIP coverages apply only to those operations of each Enrolled Party performed at the Project Site in connection with the work and only to Enrolled Parties who are eligible for the CIP, even if erroneously enrolled in the CIP. Enrolled Parties are responsible for compliance with all CIP requirements for themselves and their Subcontractors. The CIP does not create a contractual relationship between the Owner and Subcontractors.

### **Section 5.2 Summaries Do Not Alter or Amend CIP Insurance Policies.**

The CIP coverages and exclusions summarized in this Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the CIP coverages are not intended to be complete or to alter or amend any provision of the actual CIP policies. Please refer to the CIP insurance policies for additional terms, exclusions and conditions. Specimen policies are available upon request. In the event any provision in summary below conflicts with the CIP insurance policies, the provisions of the policies shall govern. The provisions of this Manual are intended to be cumulative with the rights of the Owner under the Contract Documents and are not intended to restrict or limit the Owner's rights or an Enrolled Party's obligations. If after applying the foregoing, a conflict between this Manual with the Contract Documents still exists, the provisions most favorable to the Owner shall govern and prevail.

### **Section 5.3 Review and Share This Manual With Others**

Enrolled Parties are encouraged to review this information with their

- insurance agents or brokers
- estimators prior to bidding on work
- payroll personnel who will be responsible for submitting payroll
- safety personnel who will be responsible for safety at the Project Site
- claims personnel who will be responsible for submitting claims
- Subcontractors of all tiers

### **Section 5.4 On-Site Workers' Compensation and Employers Liability**

Separate workers' compensation insurance policies will be issued to each Enrolled Party. The CIP Insurer will report the payroll and loss experience incurred under the CIP by each Enrolled Party to the applicable Workers' Compensation Rating Bureau. This information will impact future

experience modification factors. Coverage will cease for any employee when leaving the Project Site.

<b>Insurer(s):</b>	ACE
<b>On-Site Workers' Compensation Insurance</b>	Statutory Limit
<b>On-Site Employers Liability Insurance</b>	
Bodily Injury by Accident, each accident	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000
Bodily Injury by Employee, each employee	\$1,000,000

Section 5.5 On-Site Commercial General Liability Insurance

This insurance is on a form providing no less coverage than a standard ISO commercial general liability insurance policy. The ISO commercial general liability policy form contains exclusions, some of which are employment-related practices exclusion; damage to the completed work of an insured arising from that work; damage to personal property in the care, custody, or control of the insured; absolute pollution exclusion—modified with the hostile fire exception; and nuclear energy broad form exclusion. Additionally, the policy has been endorsed to exclude, without limitation, liability arising from asbestos, automobiles, professional liability, war, nuclear energy, silica, pollution, fungus, mold and property damage liability associated with exterior insulating and finishing systems (EIFS). This insurance will not cover products liability with respect to any product manufactured, assembled, or otherwise worked upon away from the Project Site. The total available limits to all insureds combined are:

<b>Insurer(s)</b>	ACE
<b>On-Site Commercial General Liability Insurance</b>	
Each Occurrence Limit	\$2,000,000
General Aggregate (Other Than Products/Completed Operations)	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000

10 year term after: <ul style="list-style-type: none"> <li>• substantial completion, or</li> <li>• acceptance by the Owner, or</li> <li>• the Project put to its intended purpose</li> </ul>	
<i>Coverage to Include:</i> <ul style="list-style-type: none"> <li>• personal injury</li> <li>• contractual liability</li> <li>• broad form property damage</li> <li>• independent contractors</li> <li>• severability of interest or cross liability</li> <li>• terrorism</li> </ul>	
<i>Note:</i> <ul style="list-style-type: none"> <li>• limits are reinstated on an annual basis, except for Products-Completed Operations</li> <li>• occurrence basis</li> <li>• defense is outside of the limits</li> </ul>	

Section 5.6 On-Site Umbrella/Excess Liability Insurance

This coverage is subject to its own terms and conditions and is excess of the Employers Liability and Commercial General Liability limits stated above. This insurance will not extend coverage for products liability to any insured party, vendor, supplier, material dealer, or others for any product manufactured, assembled or otherwise worked upon away from the Project Site. It also does not provide Enrolled Parties with excess coverage over other types of liability policies, such as auto liability insurance. The total available limits to all insureds combined are:

<b>Insurer(s)</b>	ACE, Great American Insurance Co.
<b>Umbrella/Excess Liability Insurance</b>	
Combined Single Limit	\$50,000,000
General Annual Aggregate	\$50,000,000
Products-Completed Operations Aggregate Limit	
10 year term after: <ul style="list-style-type: none"> <li>• substantial completion, or</li> <li>• acceptance by the Owner, or</li> <li>• the Project is put to its intended purpose</li> </ul>	\$50,000,000

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Section 5.7 On-Site Builders Risk

The policy insures against all risks of direct physical loss of or direct physical damage to insured property during the period of insurance and while such insured property is at the Project Site, stored Off-Site or in the course of transit within the territorial limits specified in the policy or related schedules.

<b>Insurer(s):</b>	Allianz, ACE, Gerling, US, Zurich
<b>On-Site Builders Risk Insurance</b>	
Limit Per Occurrence	Contract Value
Deductible: Per Occurrence (contract values of \$500,000 or less)	\$10,000
Deductible: Per Occurrence (contract values more than \$500,000)	\$25,000
<i>Coverage includes the following:</i>	
<ul style="list-style-type: none"> <li>• subject to sublimits: <ul style="list-style-type: none"> <li>a. flood/water damage</li> <li>b. earthquake/land movement</li> <li>c. ordinance or law</li> <li>d. inland transit within the United States</li> <li>e. storage Off-Site</li> <li>f. expediting expenses</li> <li>g. professional fees</li> <li>h. plans and documents</li> </ul> </li> <li>• testing installed equipment</li> <li>• waiver of subrogation</li> </ul>	
<i>Coverage excludes, without limitation, the following:</i>	
<ul style="list-style-type: none"> <li>• tools or clothing of workers</li> <li>• contractors tools</li> <li>• equipment owned, rented, or used</li> </ul>	


Section 5.8 Coverages Not Part of CIP

The following is a non-exhaustive list of coverages not part of the CIP:

- automobile liability
- automobile physical damage
- equipment, tools, or personal property
- workers' compensation/employers liability (Off-Site)
- general liability/excess liability (Off-Site)
- products liability
- professional liability
- environmental/pollution liability
- employment practices liability
- Jones act coverage (crew members)—if applicable
- protection and indemnity (operations of vessels)—if applicable
- aviation/watercraft liability

Section 5.9 CIP is Not a Complete Insurance Program

The CIP is not intended to provide a complete insurance program to an Enrolled Party. An Enrolled Party may wish to purchase additional coverage, as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this CIP.

The CIP policies of insurance procured and maintained shall not affect the Enrolled Party's liability to the Owner or others for the performance of any obligations assumed by Enrolled Party under the other applicable Contract Documents.

While the Owner will endeavor to maintain the CIP with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Parties will be promptly notified of any such changes along with appropriate instructions.

Enrolled Parties should note that the present insurance coverages provided and maintained by the Owner may afford broader coverage than required by the Contract Documents. The Owner,

however, does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

#### Section 5.10 CIP Cancellation or Modification

The Owner may, for any reason, modify the CIP coverages, discontinue the CIP, or request that an Enrolled Party withdraw from the CIP upon thirty (30) days' written notice.

The Owner is not required to provide the CIP. The Owner's election to terminate or not to furnish the CIP can apply to only a single Contractor or Subcontractor, multiple Contractors or Subcontractors, or all Contractors and Subcontractors.

In the event of cancellation, the Owner shall give Enrolled Parties thirty (30) days' written notice of cancellation of any policy or policies provided by the CIP. In the event of such cancellation, the Owner shall, at its sole option, but at least thirty (30) days prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies canceled; or (2) require Enrolled Parties to procure and maintain alternate insurance coverage for the policy or policies canceled, the amounts, contents, and carriers of which shall be acceptable to the Owner. The Owner will reimburse Enrolled Parties for the actual auditable premiums of any insurance so required not to exceed the Estimated CIP Insurance Cost.

Enrolled Parties shall not attempt to cancel any of the policies described herein without the express written consent of the Owner, and any attempted cancellation without said express written consent shall be null and void.

## SECTION 6. INSURANCE REQUIREMENTS FOR OFF-SITE AND OTHER ACTIVITIES

### Section 6.1 CIP Coverages Apply to On-Site Activities Only

Because CIP coverage only applies to work performed at the Project Site, Enrolled Parties also must provide evidence of Workers' Compensation, Commercial General Liability and Umbrella/Excess Liability for their *Off-Site* operations at their own expense. In addition, Enrolled Parties must provide evidence of automobile liability and other coverages specified by the Contract Documents at their own expense. A certificate of insurance must be provided to the CIP Administrator as evidence of the required coverages prior to the start of work.

### Section 6.2 Sample Insurance Certificate

Prior to beginning work at the Project Site, Enrolled Parties must furnish certificates of insurance evidencing the insurance required under this section. An *ACORD Certificate of Insurance* or pre-approved substitute is the required form. Each certificate must include the required wording in the sample *Certificate of Insurance* and attachment located in the Appendix to this Manual. Copies of endorsements must be included with the certificate of insurance. Enrolled Parties are responsible for seeing that updated certificates are filed with the CIP Administrator as coverages expire and are renewed or changed before the date of expiration. Enrolled Parties should provide a copy of the sample certificate and attachment from this Manual to their agent or broker to ensure compliance with all requirements.

The sample certificate does not include all the types of coverage that may be required of certain Enrolled Parties. For example, it contains no mention of aviation, watercraft, pollution or professional liability insurance, which may be required of some Enrolled Parties. If any of these coverages are required, additional certificate samples are available upon request.

### Section 6.3 Required Off-Site and Other Coverages

Enrolled Parties must obtain and maintain the following insurance coverages for Off-Site and other operations in a form and from insurance companies acceptable to the Owner:

- Statutory Workers' Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate.
- Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"), including products and completed operations coverage and broad form contractual liability coverage.
- Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers (**On-Site and Off-Site**). If transporting hazardous waste/materials from the Project Site, the MCS-90

Endorsement must be attached and supplied to the Owner on a primary basis with limits of liability acceptable to the Owner.

- “All risk” property insurance for the tools, personal property or equipment, whether owned, rented, leased or borrowed (**On-Site and Off-Site**).
- Umbrella/Excess Liability Insurance
- All other insurance required by the Contract Documents that is not provided under the CIP, including, but not limited to, pollution liability insurance, or aviation and/or watercraft liability insurance

All policies (other than Workers’ Compensation and Professional Liability) must be endorsed to include the following parties, and any additional entities as the Owner may request as additional insureds:

Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, Industrial Development Board of the City of Chattanooga, SSOE, Inc., Alberici Constructors, Inc. and Lockton Companies, LLC, together with the respective directors, officers, agents, employees, subsidiaries, affiliates and parent organizations of each of the foregoing.

The insurance must apply on a primary basis on behalf of the additional insureds, and any other insurance available to the additional insureds shall be excess. In addition, the policies shall provide for severability of interests or cross-liability.

Section 6.4 Required Off-Site Limits

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy:

<b>Workers’ Compensation Insurance</b>					Statutory Limit
<b>Employers Liability Insurance</b>					
Bodily Injury by Accident, each employee					\$1,000,000
Bodily Injury by Disease, each employee					\$1,000,000
Bodily Injury by Disease, policy limit					\$1,000,000
<b>Commercial General Liability Insurance</b>					
Each Occurrence Limit					\$2,000,000
General	Aggregate	—	Other	Than	\$4,000,000

Products/Completed Operations	
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Products & Completed Operations Aggregate Minimum of 3 years after date of completion	\$2,000,000
<i>Coverage to include:</i>	
<ul style="list-style-type: none"> <li>• standard ISO policy form or its equivalent</li> <li>• contractual liability</li> <li>• broad form property damage</li> <li>• personal injury</li> <li>• premises operations</li> <li>• independent contractors and subcontractors</li> <li>• fire legal liability</li> </ul>	
<b>Automobile Liability *</b>	
Per Accident, Combined Single Limit	\$2,000,000
<b>Commercial Watercraft and/or Aircraft Liability *</b> <i>(if used in connection with the Project)</i>	
Combined bodily injury or property damage	\$50,000,000
<b>Property Insurance *</b>	
"All risk" property insurance for the tools, personal property or equipment, whether owned, rented, leased or borrowed, of Enrolled Parties.	

\* Providing On-Site and Off-Site coverage.

Section 6.5 Required Waiver of Subrogation

All policies of insurance that are related in any way to work at the Project Site shall waive all rights of recovery under subrogation or otherwise against the Owner, all Contractors and Subcontractors, and any additional entities as the Owner may request.

## SECTION 7. CIP PROCEDURES AND RESPONSIBILITIES

### Section 7.1 Base Bids for Eligible Parties: Bid With Insurance Included

Eligible Parties are obligated to follow the requirements of this Manual, including those responsibilities relating to the *Insurance Deduction Calculation Worksheet*, enrollment procedures, payroll reporting, subcontracting to others, change orders, final adjustment, accident claim reporting, and compliance with the safety program for the Project Site. Blank forms referenced may be found in the Appendix to this Manual.

Eligible Parties must prepare their bids to include their Estimated CIP Insurance Cost. An Eligible Party whose bid is accepted must contact the CIP Administrator to discuss the process for enrolling in the CIP.

Prior to starting work at the Project Site, Eligible Parties must complete and submit the required *Enrollment Form* to the CIP Administrator. Eligible Parties also must complete and submit an *Insurance Deduct Calculation Worksheet* to the CIP Administrator for its review, together with following required documentation:

- Copy of the Workers' Compensation policy page(s) that displays the applicable rate(s) for the work and the premium calculation
- Copy of the General Liability policy rate page(s) that displays the applicable rate(s) for the work
- Copy of the Umbrella/Excess Liability policy rate page(s) that displays the applicable rate(s) for the work or indicates that the policy is rated on a flat basis
- Copy of the current Experience Modification Worksheet
- Copy of other documents as specified by the Owner or the CIP Administrator.

Eligible Parties must provide workers' compensation and general liability class codes applicable to the work to be performed at the Project Site. The rates must be applicable to the State of Tennessee. If an audit of payroll records indicates workers are not classified for the work they are performing, an insurance adjustment will be necessary. Umbrella rate pages are to be submitted. If an Eligible Party has a flat rate or rates are not provided, a minimum additional charge of 20 percent of premium will be imposed.

Estimated CIP Insurance Cost will be deducted by change order or otherwise from the bid price and contract amount. Rates, the experience modification factor and other factors provided at the time of enrollment of an Eligible Party, as verified or adjusted by the CIP Administrator, will be utilized through the Final CIP Insurance Adjustment (except for change orders in excess of \$500,000 in which a separate *Insurance Deduct Calculation Worksheet* is provided).

**Note: Insurance Deduct Calculation for Contractors and Subcontractors with Large Deductibles, Qualified Self Insureds and Captive Participants**

Fixed cost from your rate pages will be utilized only when proper loss documentation is provided. Loss pick rate and loss handling expense must be provided **on carrier letterhead**. Insurance broker loss pick is not acceptable. Carrier loss aggregate rate if loss pick rate is not available (endorsement from policy).

Standard premium based on your rates will be applied (no deductible credit applied) without proper loss documentation. If no rate information is available, Tennessee state manual rates will be used for the calculation.

**Section 7.2 Enrollment is Mandatory for Eligible Parties**

**Enrollment is mandatory but not automatic.** Eligible Parties must enroll in the CIP and maintain enrollment in the CIP by submitting all required information to the CIP Administrator. In addition, Eligible Parties must notify their Subcontractors of the procedure for enrollment in the CIP and ensure that they enroll in and maintain enrollment in the CIP.

No one can begin work at the Project Site until all enrollment and insurance requirements set forth in this Manual and in other Contract Documents (including provision of the required *Certificate of Insurance* for Off-Site activities) have been met and notice of enrollment confirmation is received. Eligible Parties must notify the CIP Administrator of any discrepancies in the insurance deduct calculation within 30 days of the CIP Administrator's notice of enrollment confirmation. The Owner reserves the right to determine who participates in the CIP.

It is the obligation of Enrolled Parties to notify their own insurance agents, brokers and companies of their CIP participation.

**Section 7.3 What to do When Work is Subcontracted to Others**

A separate *Insurance Deduct Calculation Worksheet*, along with the required documentation, is required for each Subcontractor eligible for enrollment, regardless of its tier. You must send immediate notice of each subcontract award to the CIP Administrator, using the required *Subcontractor Award* form set forth in the Appendix to this Manual, and provide each Subcontractor with a copy of this Manual. You also must assist the CIP Administrator when a Subcontractor fails to submit required payroll information or otherwise does not cooperate with administrative procedures. All subcontracts must include the required CIP contract provisions. Your contract amount will be reduced by the total of all insurance deductions, including, but not limited to, the insurance deductions of your Subcontractors. You must withhold all retainage under your subcontracts until the CIP Administrator completes the close-out process.

#### Section 7.4 Change Order Quotations: Amounts in Excess of \$500,000

All quotations and amounts for change orders in excess of \$500,000, including time and material work, if applicable, shall include an Estimated CIP Insurance Cost. Within 15 days of the award, Enrolled Parties must calculate the estimated cost using the *Change Order Insurance Worksheet* form located in the Appendix to this Manual. If this document is not provided to the CIP Administrator, then the CIP Administrator, in its discretion, may use the original *Insurance Deduct Calculation Worksheet* to determine the insurance deduction relating to the change order. The deduction will be made either on an interim basis or as part of the close-out calculation. The Owner may at any time, and at its sole discretion, exclude the work set forth in the change order from the CIP.

#### Section 7.5 Close-Out Calculation/Final CIP Insurance Adjustment

Upon completion of the work and before any payment of retainage due at substantial completion of the entire work, the CIP Administrator will compute a Final CIP Insurance Adjustment for each contract. All payroll reports through the end of the contract must be submitted to the CIP Administrator prior to the computation. Enrolled Parties are responsible for the Final CIP Insurance Adjustment of their Subcontractors. The Final CIP Insurance Adjustment will be deducted from (or credited to, if applicable) the contract amount by change order or otherwise. The Owner also has the right to issue a deductive change order if it is discovered at any time that any Enrolled Party has included charges for insurance, including profit and overhead, in any quotations or billings submitted to the Owner for coverage provided by CIP.

#### Section 7.6 Monthly Payroll Reporting

Enrolled Parties must submit payroll information to the CIP Administrator by the 10<sup>th</sup> day of each month for the preceding month utilizing the *Payroll Reporting Form* located in the Appendix to this Manual. The *Payroll Reporting Form* can be submitted in *Wrapmaster*, a proprietary Lockton only system, e-mailed, faxed or mailed. It must include payroll and work hours for all employees performing work at the Project Site, including supervisors and clerical personnel if applicable. Use appropriate classifications for work completed. Earnings for overtime should be included only at the normal hourly payroll rate. The payroll reported under the CIP for the Project should be kept separate from other work payroll. Be sure to exclude the payroll reported for the CIP when payroll reports are provided to your regular insurance carriers. The Owner, the CIP Administrator and/or the Insurers may perform physical audits of payroll periodically during the course of the CIP. Enrolled Parties must cooperate with the Insurers when contacted to provide payroll records for an audit for the Project Site. The Final Reported Payroll or the Final Audited Payroll will be used by the Owner or the CIP Administrator to calculate a Final CIP Insurance Adjustment.

#### Section 7.7 Completion/Termination of Work

Upon completion or termination of the work, and for each contract, Enrolled Parties must submit a notice of completion to the CIP Administrator on the *Notice of Completion* form located in the Appendix to this Manual. Final payment will not be released until all necessary CIP information has been submitted and approved by the CIP Administrator and the close-out calculation has been completed.

## Section 7.8 Claim Reporting

Enrolled Parties are required to comply with and follow the claim reporting procedures established for the CIP.

## Section 7.9 Wrapmaster: Online Access

*WrapMaster* is the CIP Administrator's proprietary, Web-based application that provides administration for various types of controlled insurance programs. The system provides an online application, *WrapMaster Online*, to the Owner and Enrolled Parties. This system allows Enrolled Parties to submit and view project information, as well as Contractor and Subcontractor enrollment and payroll status. Enrolled Parties also can be provided access to view project information and enroll and submit payroll online. To sign up and be eligible to use *WrapMaster* to complete enrollment and/or that of your Subcontractors, please contact the CIP Enrollment Coordinator.

## Section 7.10 Other CIP Responsibilities

- Enrolled Parties must cooperate fully with the CIP Administrator and the Insurer(s), as applicable, in its or their administration of the CIP, including but not limited to, allowing an audit of payroll records.
- Enrolled Parties must comply with all of the administrative, safety, insurance, and other requirements outlined in this Manual, the CIP insurance policies, and/or elsewhere in the Contract Documents.
- Enrolled Parties must attend meetings held in connection with the CIP at the request of the Owner, the CIP Administrator or the CIP Insurers.
- Enrolled Parties must advise their Subcontractors of site orientation procedures before beginning work at the Project Site (drug testing, hard hat stickers, etc.).
- Enrolled Parties must prohibit any non-enrolled Subcontractor from beginning work on the Project Site until it has complied with all insurance requirements for Excluded Parties.
- Enrolled Parties must prohibit non-oriented employees from beginning work on the Project Site.
- Enrolled Parties must monitor the Project Site for Excluded Parties and non-oriented employees.
- Enrolled Parties must verify that their Subcontractors have completed enrollment and received approval from the CIP Administrator prior to mobilization.
- Enrolled Parties must review loss control reports, pursue corrective action, and respond to written recommendations as required.

- Enrolled Parties must immediately report all claims and demands, within and above the deductible, to the CIP Administrator.
- Enrolled Parties must thoroughly investigate all accidents and maintain written documentation.
- Enrolled Parties must provide insurance for defective work during the applicable warranty period for completed work.
- Enrolled Parties must withhold retainage until the CIP Administrator has completed the close-out process.
- Enrolled Parties must provide at their own expense required insurance coverages for any repair, warranty or other activities at the Project Site after work has been substantially completed or after work has been accepted by the Owner, or after the Project is put to its intended purpose.
- Enrolled Parties are not allowed to release any Subcontractor from its obligations outlined in this Manual or the Contract Documents.

## SECTION 8. CLAIM & INCIDENT REPORTING

### Section 8.1 Workers' Compensation Claims

You and your personnel on the Project Site must follow these procedures whenever an employee is involved in any accident or occurrence resulting in an injury, or whenever complaints of illness or discomfort arise while working on the Project Site.

A. Injured worker immediately notifies Contractor or supervisor to report all incidents. The Contractor/supervisor will contact the office of the Site Safety Director to arrange for care. If emergency transportation is required, call the designated emergency number first, and then immediately call the office of the Site Safety Director to report the injury.

B. If only first aid is administered, the *Incident Investigation Report Form* located in the appendix to this Manual must be completed and a copy sent to the office of the Site Safety Director.

C. You must immediately notify the office of the Site Safety Director and complete the required *Report of Incident* located in the Appendix to this Manual. The Site Safety Director will review the report for accuracy and forward to the CIP Administrator claims for transmitting to one or more Insurers.

D. Contractors and Subcontractors must immediately submit all claim documents they receive to the CIP Administrator.

### Section 8.2 General Liability Claims

Immediately notify the office of the Site Safety Director of any property damage or injury involving a third party. Assist the Site Safety Director in completing the *General Liability Claim* form located in the Appendix to this Manual. The Site Safety Director will then fax a copy to the CIP Administrator's claim office (fax number 816-960-9099) or call (telephone number 816-960-9000). In the event you are served a demand, claim or summons relating to the Project, you must immediately notify the CIP Administrator and forward the original document to the Site Safety Director. If no prior loss report was completed for the alleged injury or damage, you must complete the appropriate forms at this time, including any information you can develop regarding the claim.

## SECTION 9. INSURANCE REQUIREMENTS FOR EXCLUDED PARTIES

### Section 9.1 General

Excluded Parties must provide evidence of Workers' Compensation, General Liability, and Umbrella/Excess Liability for their On-Site **and** Off-Site operations, together with evidence of automobile liability and other coverages specified by the Contract Documents. Excluded Parties also must report all claims and incidents to the Site Safety Director and the CIP Administrator, and follow all procedures in place from time to time with respect thereto, including but not limited to, those procedures set forth in Section 8 of this Manual relating to claim and incident reporting.

### Section 9.2 Sample Insurance Certificate

Prior to beginning work at the Project Site, you must furnish certificates of insurance evidencing the insurance required under this section. An *ACORD Certificate of Insurance* or pre-approved substitute is the required form. Each certificate must include the required wording in the sample *Certificate of Insurance* located in the Appendix to this Manual. Copies of endorsements must be included with the certificate of insurance. Excluded Parties are responsible for seeing that updated certificates are filed with the CIP Administrator as coverages expire and are renewed or changed before the date of expiration. Excluded Parties should provide a copy of the sample certificate from this Manual to your agent or broker to ensure compliance with all requirements.

The sample certificate does not include all the types of coverage that may be required of certain Contractors. For example, it contains no mention of aviation, watercraft, pollution or professional liability insurance, which may be required of some Contractors. If any of these coverages are required, additional certificate samples are available upon request.

### Section 9.3 Required On-Site and Off-Site Coverages

Excluded Parties must obtain and maintain the following insurance coverages in a form and from insurance companies acceptable to the Owner:

- Statutory Workers' Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate.
- Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form"), including products and completed operations coverage and broad form contractual liability coverage.
- Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. If transporting hazardous waste/materials from the Project Site, the MCS-90 Endorsement must be attached and supplied to the Owner on a primary basis with limits of liability acceptable to the Owner.

- “All risk” property insurance for the tools, personal property or equipment, whether owned, rented, leased or borrowed.
- Umbrella/Excess Liability Insurance
- All other insurance required by the Contract Documents that is not provided under the CIP including, but not limited to, pollution liability insurance, or aviation and/or watercraft liability insurance

All policies (other than Workers’ Compensation and Professional Liability) must be endorsed to include the following parties, and any additional entities as the Owner may request as additional insureds:

Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, Industrial Development Board of the City of Chattanooga, SSOE, Inc., Alberici Constructors, Inc. and Lockton Companies, LLC, together with the respective directors, officers, agents, employees, subsidiaries, affiliates and parent organizations of each of the foregoing.

The insurance must apply on a primary basis on behalf of the additional insureds, and any other insurance available to the additional insureds shall be excess. In addition, the policies shall provide for severability of interests or cross-liability.

Section 9.4 Required On-Site and Off-Site Limits

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy:

<b>Workers’ Compensation Insurance</b>	Statutory Limit
<b>Employers Liability Insurance</b>	
Bodily Injury by Accident, each employee	\$1,000,000
Bodily Injury by Disease, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000
<b>Commercial General Liability Insurance</b>	
Each Occurrence Limit	\$2,000,000
General Aggregate — Other Than Products/Completed Operations	\$4,000,000

Products and Completed Operations Aggregate	\$2,000,000
Minimum of 3 years after date of completion	

<i>Coverage to include:</i> <ul style="list-style-type: none"> <li>• standard ISO policy form or its equivalent</li> <li>• contractual liability</li> <li>• broad form property damage</li> <li>• personal injury</li> <li>• premises operations</li> <li>• independent contractors and subcontractors</li> <li>• fire legal liability</li> </ul>	
<b>Automobile Liability</b>	
Per Accident, Combined Single Limit	\$2,000,000
<b>Excess Liability</b>	\$5,000,000
<b>Commercial Watercraft and/or Aircraft Liability</b> <i>(if used in connection with the Project)</i>	
Combined bodily injury or property damage	\$50,000,000
<b>Property Insurance</b>	
“All risk” property insurance for the tools, personal property or equipment, whether owned, rented, leased or borrowed, of Enrolled Parties.	

Section 9.5 Required Waiver of Subrogation

All policies of insurance that are related in any way to work at the Project Site shall waive all rights of recovery under subrogation or otherwise against the Owner, all Contractors and Subcontractors, and any additional entities as the Owner may request.

**SECTION 10. APPENDIX LIST: CIP FORMS & INSTRUCTIONS**

Enrollment Form .....A-1

Insurance Deduct Calculation Worksheet .....B-1

Certificate of Insurance: Enrolled Parties .....C-1

Certificate of Insurance: Excluded Parties .....D-1

Payroll Reporting Form .....E-1

Subcontractor Award ..... F-1

Change Order Insurance Worksheet ..... G-1

Notice of Completion .....H-1

CIP General Liability Claim Form ..... I-1

Report of Incident – Workers’ Compensation ..... J-1

**Volkswagen Group of America  
Chattanooga Assembly Plant**

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_  
*Name Phone Fax*

\_\_\_\_\_  
*E-mail address*

Company Address: \_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City State Zip*

WC Deductible/SIR \_\_\_\_\_ GL Deductible/SIR \_\_\_\_\_

Bid Package Name \_\_\_\_\_ Bid Package Number \_\_\_\_\_

Contract Value \_\_\_\_\_ Self-Performed Contract Amount \$ \_\_\_\_\_

You Were Hired By \_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Type of Work \_\_\_\_\_

WE **WILL NOT** HIRE ANY SUB-TIER CONTRACTORS ON THIS PROJECT. Check if applicable

WE **WILL** HIRE A SUB-TIER CONTRACTOR ON THIS PROJECT. Complete below.

**Sub-Tier Contractor Company** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Submit "Subcontractor Notification Form" for each contractor (located in the forms section).**

Federal Employer's Identification Number \_\_\_\_\_

NCCI Experience Modification Identification Number \_\_\_\_\_

Are any employees temporary or leased?  Yes  No (select one)

\_\_\_\_\_  
*Temporary/leased employee company*

**Company that hired you for this contract:** \_\_\_\_\_

**Final Payroll Audit** Lockton or the CIP insurance companies will contact your audit personnel to arrange for a final payroll audit.

**Record Retention** All payroll records related to the CIP must be retained for a period not less than four years from completion.

**Final CIP Insurance Adjustment** The *Insurance Deduct Calculation Worksheet* will be recalculated using the final contract value (including all change orders) and your actual payroll (reported or audited, as applicable), together with the rates, the experience modification factor and other factors applied at the time of enrollment (and with respect to any change orders greater than \$500,000), to determine your final insurance premium adjustment. This amount will be deducted from (or credited to, if applicable) your final payment.

**Signature:** \_\_\_\_\_  
*Controller or Company Officer*

**Date:** \_\_\_\_\_

**THIS FORM MUST BE FAXED OR MAILED TO:**

**LOCKTON COMPANIES, LLC**  
**Attn: Tammi Henderson**  
**444 West 47th Street, Suite 900**  
**Kansas City, Missouri 64112-1906**  
**Phone: 816-960-9000**  
**Fax: 816-960-9099**



**Agreement:**

We hereby warrant that this *Insurance Deduct Calculation Worksheet* accurately reflects the projected insurance cost that would apply if our regular insurance program were to provide coverage for this work. **Copies of our actual insurance policies are attached to confirm these costs.** We understand that Lockton Companies has the authority to determine the proper insurance calculation based on the policy rates.

We also hereby warrant the accuracy of payroll information provided and agree that Volkswagen, Lockton and/or the CIP insurance companies may audit our records and each of our subcontractor's records to confirm the accuracy of payrolls. This includes, without limitation, any changes to the work as referenced in the Contract Documents. We further acknowledge and agree that Volkswagen is entitled to and reserves the right to collect additional insurance deducts as may be developed as a result of the audits and the final closeout.

**Contract price and assignment of return premium**— Volkswagen, at its sole expense, will furnish the CIP coverages listed for the benefit of Enrolled Parties of all tiers. In consideration of Volkswagen providing the CIP coverages, we will:

- Bid contracts with insurance costs included. Applicable insurance costs will be removed from the contract amount. Insurance costs are indicated on the first page of this form.
- Assign to Volkswagen all return premiums, dividends, refunds, discounts, and/or other credits due under the CIP policies.

The *Insurance Deduct Calculation Worksheet* represents the amount of estimated cost deducted from the contract price for insurance that Volkswagen anticipates providing under the CIP coverages. In the event Volkswagen does not provide insurance, the contract price will be adjusted in accordance with the Contract Documents.

Contractor: \_\_\_\_\_  
 Signed by: \_\_\_\_\_ Date Prepared: \_\_\_\_\_  
 Its: \_\_\_\_\_

The *Insurance Deduction Calculation Worksheet* is used to determine the insurance premium to be deducted from your contract amount. The *Insurance Deduction Calculation Worksheet* is to be completed using your current insurance rates, experience modification rate, and any other factors applicable.

Complete the form using estimated payroll and man-hours for the contract you have been awarded. **If you have been awarded more than one contract, a separate worksheet is required for each contract.**

**YOU MUST SUBMIT COPIES OF YOUR POLICY RATE PAGES IN ADDITION TO THE INSURANCE DEDUCTION CALCULATION WORKSHEET. LOCKTON HAS THE AUTHORITY TO AMEND THE DEDUCT AMOUNT BASED ON THE POLICY RATE PAGE INFORMATION AND OTHER AVAILABLE INFORMATION.**

If you have questions concerning completion of this form, please contact your insurance representative or the CIP Enrollment Coordinator at Lockton.

## CERTIFICATE OF INSURANCE: ENROLLED PARTIES

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY)
<b>PRODUCER</b> BROKER'S NAME (NAME AND ADDRESS)	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> 1009316      CONTRACTOR (NAME AND ADDRESS)	INSURERS AFFORDING COVERAGE INSURER A: INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:	

**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 SUCH 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$ 2,000,000	
					FIRE DAMAGE (Any one fire)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$ 4,000,000	
					PRODUCTS – COMP/OP AGG	\$ 2,000,000	
						\$	
A	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> _____	This is a sample of the certificate that we will <b>NEED FROM YOU.</b>  Requirements shown on this sample certificate: • Proper certificate holder name & address • 30-day cancellation with "X-OUTS" • Minimum policy limits • Mandatory additional wording • Additional insureds/waiver of subrogation  <b>PLEASE BE SURE YOUR CERTIFICATE COINCIDES WITH THIS SAMPLE.</b>			COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____					AUTO ONLY – EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$ xxxxxxxx	
						\$ xxxxxxxx	
A	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>				<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	
A	<b>OTHER EQUIPMENT</b>				ALL RISK "SPECIAL PERILS" DEDUCTIBLE AMOUNT		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> SEE ATTACHED FOR REQUIRED ADDITIONAL WORDING							

<b>CERTIFICATE HOLDER</b> <input type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER: _____	<b>CANCELLATION</b>
Volkswagen Group of America and its Affiliates  c/o Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906 Attn: Volkswagen Project CIP Enrollment Coordinator	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	

**CERTIFICATE OF INSURANCE/WAIVER OF SUBROGATION**

Attachment to Certificate Of Insurance

Name of Insured: \_\_\_\_\_

Project: Volkswagen Assembly Plant Construction Project (Chattanooga, TN)

THIS IS TO FURTHER CERTIFY THAT:

1. **Additional Insureds.** All insurance policies identified in the Certificate of Insurance, excluding Workers' Compensation, have been endorsed to include the following as additional insureds (using CG 20 10 and CG 20 37, or their equivalents) with respect to all activities and operations of the named insured relating to the Project:

Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, Industrial Development Board of the City of Chattanooga, SSOE, Inc., Alberici Constructors, Inc. and Lockton Companies, LLC, together with the respective directors, officers, agents, employees, subsidiaries, affiliates, and parent organizations of each of the foregoing (hereinafter referred to as the "Additional Insureds").

The endorsement further provides that the coverages provided to the Additional Insureds under the foregoing insurance policies are primary and non-contributing with respect to other available insurance (except to the extent the named insured is an Enrolled Party under the Controlled Insurance Program (CIP) applicable to the Project and coverage is provided under the CIP).

2. **Waiver of Subrogation.** All insurance policies identified in the Certificate of Insurance contain a blanket waiver of subrogation against the Additional Insureds and contractors and subcontractors of all tiers performing work or rendering services relating to the Project.

3. **Standard Cross-Liability Clause.** All insurance policies identified in the Certificate of Insurance contain a standard cross-liability clause (separation-of-insureds clause).

4. **Notice of Cancellation.** All insurance policies identified in the Certificate of Insurance have been endorsed to prohibit them from being suspended, voided, canceled or reduced in coverage or limits without thirty (30) days prior written notice to Volkswagen Group of America at the address set forth in the certificate.

\_\_\_\_\_  
Authorized Representative

## CERTIFICATE OF INSURANCE: EXCLUDED PARTIES

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY)
<b>PRODUCER</b> BROKER'S NAME (NAME AND ADDRESS)	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> 1009316 CONTRACTOR (NAME AND ADDRESS)	INSURERS AFFORDING COVERAGE	
	INSURER A: INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**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 SUCH 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURRENCE</td><td style="width: 20%; text-align: right;">\$ 2,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS – COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	FIRE DAMAGE (Any one fire)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS – COMP/OP AGG	\$ 2,000,000		\$
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A	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> _____	<p><b>This is a sample of the certificate that we will NEED FROM YOU.</b></p> Requirements shown on this sample certificate: • Proper certificate holder name & address • 30-day cancellation with "X-OUTS" • Minimum policy limits • Mandatory additional wording • Additional insureds/waiver of subrogation			<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">COMBINED SINGLE LIMIT (Ea accident)</td><td style="width: 20%; text-align: right;">\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$								
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PROPERTY DAMAGE (Per accident)	\$																		
A	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	<p><b>PLEASE BE SURE YOUR CERTIFICATE COINCIDES WITH THIS SAMPLE.</b></p>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">AUTO ONLY – EA ACCIDENT</td><td style="width: 20%; text-align: right;">\$</td></tr> <tr><td>OTHER THAN EA ACC</td><td style="text-align: right;">\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td style="text-align: right;">\$</td></tr> </table>	AUTO ONLY – EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$										
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	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURRENCE</td><td style="width: 20%; text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$ xxxxxxxx</td></tr> <tr><td></td><td style="text-align: right;">\$ xxxxxxxx</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$ xxxxxxxx		\$ xxxxxxxx									
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A	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>				<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"> <input checked="" type="checkbox"/> WC STATUTORY LIMITS  <input type="checkbox"/> OTHER                     </td><td style="width: 20%;"></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE – EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE – POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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						
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A	<b>OTHER EQUIPMENT</b>				ALL RISK "SPECIAL PERILS" DEDUCTIBLE AMOUNT														
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> SEE ATTACHED FOR REQUIRED ADDITIONAL WORDING																			

<b>CERTIFICATE HOLDER</b> <input type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER: _____	<b>CANCELLATION</b>
Volkswagen Group of America and its Affiliates c/o Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906 Attn: Volkswagen Project CIP Enrollment Coordinator	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

**CERTIFICATE OF INSURANCE: EXCLUDED PARTIES**

**CERTIFICATE OF INSURANCE/WAIVER OF SUBROGATION**

Attachment to Certificate Of Insurance

Name of Insured: \_\_\_\_\_

Project: Volkswagen Assembly Plant Construction Project (Chattanooga, TN)

THIS IS TO FURTHER CERTIFY THAT:

1. **Additional Insureds.** All insurance policies identified in the Certificate of Insurance, excluding Workers' Compensation, have been endorsed to include the following as additional insureds (using CG 20 10 and CG 20 37, or their equivalents) with respect to all activities and operations of the named insured relating to the Project:

Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, Industrial Development Board of the City of Chattanooga, SSOE, Inc., Alberici Constructors, Inc. and Lockton Companies, LLC, together with the respective directors, officers, agents, employees, subsidiaries, affiliates, and parent organizations of each of the foregoing (hereinafter referred to as the "Additional Insureds").

The endorsement further provides that the coverages provided to the Additional Insureds under the foregoing insurance policies are primary and non-contributing with respect to other available insurance.

2. **Waiver of Subrogation.** All insurance policies identified in the Certificate of Insurance contain a blanket waiver of subrogation against the Additional Insureds and contractors and subcontractors of all tiers performing work or rendering services relating to the Project.

3. **Standard Cross-Liability Clause.** All insurance policies identified in the Certificate of Insurance contain a standard cross-liability clause (separation-of-insureds clause).

4. **Notice of Cancellation.** All insurance policies identified in the Certificate of Insurance have been endorsed to prohibit them from being suspended, voided, canceled or reduced in coverage or limits without thirty (30) days prior written notice to Volkswagen Group of America at the address set forth in the certificate.

\_\_\_\_\_  
Authorized Representative

## PAYROLL REPORTING FORM

### I. General Information

Your Company Name: \_\_\_\_\_  
 Project/Phase Name: \_\_\_\_\_  
 You Were Hired By: \_\_\_\_\_  
 Initial Estimated Contract Value: \_\_\_\_\_  
 Period that you are reporting payroll for: \_\_\_\_\_ to \_\_\_\_\_

**NO PAYROLL TO REPORT FOR THIS PERIOD**

### II. Payroll Information

WC Description	WC Code	Straight Time		Overtime*		Number of Employees
		Hours	Payroll	Hours	Payroll*	
			\$		\$	
*NOTE: Overtime should be included at the normal hourly rate. DO NOT INCLUDE EXTRA WAGES PAID FOR O.T.						

List any Subcontractors working on the above contract:

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**WARRANTY REGARDING PAYROLL REPORT**

The payroll and hours reported above shall equal those reported on other documents (i.e., Certified Payroll Reports, invoices for payment or insurance company audit records). Discrepancies are subject to audit and adjustment.

Payroll verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Controller or Company Officer

Is this your FINAL payroll report?       Yes       No

**THIS FORM MUST BE FAXED OR MAILED TO:**

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**LOCKTON COMPANIES, LLC**  
**Attn: Volkswagen Project CIP Enrollment Coordinator**  
**444 West 47th Street, Suite 900**  
**Kansas City, Missouri 64112-1906**  
**Phone: 816-960-9000**  
**Fax: 816-960-9099**

## SUBCONTRACTOR AWARD

<b>**NOTE:</b>	<b>THIS FORM MUST BE FILLED OUT COMPLETELY AND SENT TO LOCKTON NO LATER THAN ONE BUSINESS DAY AFTER YOUR COMPANY HIRES A SUBCONTRACTOR TO WORK AT THE PROJECT SITE.</b>
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Your Company Name: \_\_\_\_\_

### Information About the Company You Hired

Company Name: \_\_\_\_\_

Enrollment Contact: \_\_\_\_\_  
*Name Phone Fax*

\_\_\_\_\_  
*E-mail address:*

Company Address: \_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City State Zip*

Project/Phase Name: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### THIS FORM MUST BE FAXED OR MAILED TO:

**LOCKTON COMPANIES, LLC**

**Attn: Volkswagen Project CIP Enrollment Coordinator  
444 West 47th Street, Suite 900  
Kansas City, Missouri 64112-1906**

**Phone: 816-960-9000**

**Fax: 816-960-9099**

## CHANGE ORDER INSURANCE WORKSHEET

Your Company Name: \_\_\_\_\_

You Were Hired By: \_\_\_\_\_

Change Description: \_\_\_\_\_

Project/Phase Name/PO #: _____ _____ _____	Original Contract Value: \$ _____ Change Orders to Date: \$ _____ This Change Order: \$ _____ Adjusted Contract Value: \$ _____
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Original Values (Initial Enrollment Plus All Previous Change Orders)			
Labor Classification	WC Class Code	Estimated Man-Hours	Estimated Payroll

Change Order Values			
Labor Classification	WC Class Code	Change Order Estimated Man-Hours	Change Order Estimated Payroll

Total Values (Original Values + Change Order Values)			
Labor Classification	WC Class Code	Total Estimated Man-Hours	Total Estimated Payroll

Note: You must show original values, change order values, and total values.

# NOTICE OF COMPLETION

## I. Completed Work

Company Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Your Company Was Hired By: \_\_\_\_\_

## II. Subcontractors

List all your subcontractors:

\_\_\_\_\_

## III. Contract Information

Final Contract Value: \$ \_\_\_\_\_ This is our ONLY contract at the Project Site: Yes   
No

Total Onsite Payroll: \$ \_\_\_\_\_

Completion Date: \_\_\_\_\_

Company that hired you for this contract: \_\_\_\_\_

**Final Payroll Audit** Lockton or the CIP insurance companies will contact your audit personnel to arrange for a final payroll audit.

**Record Retention** All payroll records related to the CIP must be retained for a period not less than four years from completion.

**Final CIP Insurance Adjustment** The *Insurance Deduct Calculation Worksheet* will be recalculated using the final contract value (including all change orders) and your actual payroll (reported or audited, as applicable), together with the rates, the experience modification factor and other factors applied at the time of enrollment (and with respect to any change orders greater than \$500,000), to determine your final insurance premium adjustment. This amount will be deducted from (or credited to, if applicable) your final payment.

Signature: \_\_\_\_\_  
*Controller or Company Officer*

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

### THIS FORM MUST BE FAXED OR MAILED TO:

**LOCKTON COMPANIES, LLC**

**Attn: Volkswagen Project CIP Enrollment Coordinator**  
**444 West 47th Street, Suite 900**  
**Kansas City, Missouri 64112-1906**

**Phone: 816-960-9000**

**Fax: 816-960-9099**

**CIP GENERAL LIABILITY CLAIM FORM**

To: **Lockton Companies, LLC**  
Attn: \_\_\_\_\_  
444 West 47th Street, Suite 900  
Kansas City, Missouri 64112-1906  
Phone: \_\_\_\_\_  
Fax: 816-960-9608

Account: Volkswagen Group of America Assembly Plant  
(project name)

Incident Date: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number \_\_\_\_\_

Accident Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List the name(s) of person(s)/company(ies) involved in the incident and/or witnesses to the incident:

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

Contractor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Contractor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## Report Of Incident—Workers' Compensation

Project Name: Volkswagen Group of America's Assembly Plant

Injured Employee: _____	Social Security #: _____
Address: _____	City: _____ State: _____ Zip: _____
Phone: _____ Sex: _____	Marital Status: _____ DOB: _____
Occupation: _____	Date of Hire: _____ Wage: _____

Date of Injury: \_\_\_\_\_ Time of Injury: \_\_\_\_\_ a.m./p.m.

Type of Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_

Accident Reported to: \_\_\_\_\_ Date and Time Reported: \_\_\_\_\_

Yes  No Did employee leave site for treatment? Date: \_\_\_\_\_ Time: \_\_\_\_\_

Yes  No Did employee return to work after treatment? Date: \_\_\_\_\_ Time: \_\_\_\_\_

Type of Treatment: **(check one)**  First Aid (*on-site*)  Clinic  Hospital  Report Only  Other: \_\_\_\_\_

Location of Accident: \_\_\_\_\_

What was employee doing when injured? \_\_\_\_\_

Describe (*in detail*) how accident occurred: \_\_\_\_\_

Foreman at time of injury: \_\_\_\_\_

What steps have been taken to prevent accident in the future? \_\_\_\_\_

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Was the employee using any equipment/materials at time of injury? If so, list items: _____
<input type="checkbox"/>	<input type="checkbox"/>	Was there a defect in equipment? If so, what? _____
<input type="checkbox"/>	<input type="checkbox"/>	Was employee utilizing safety equipment? If so, list items ( <i>or check</i> ) _____ <input type="checkbox"/> Hard hat <input type="checkbox"/> Eye protection <input type="checkbox"/> Gloves <input type="checkbox"/> Safety harness <input type="checkbox"/> Respirator
<input type="checkbox"/>	<input type="checkbox"/>	Were there any witnesses to the accident? If so, list: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Name</span> <span>Phone #</span> </div>

Additional Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Safety Manager's Signature: \_\_\_\_\_

**FAX WITHIN 24 HOURS OF INCIDENT TO: Lockton Injury Counselor at (816) 783-9739.**

**CERTIFICATE OF INSURANCE: EXCLUDED PARTIES**