



INSURANCE REQUIREMENTS

Prior to commencement of Subcontract Work and until one year after all obligations under this Subcontract are fulfilled, Subcontractor shall furnish Contractor with a Certificate of Insurance, from insurance companies satisfactory to Contractor and licensed to do business in the jurisdiction in which the project is located with an A.M. Best & CO. Rating of A VII or better certifying to coverage and minimum limits as follows:

- Workmen's Compensation: Statutory, including Employer's Liability for a limit not less than \$1,000,000.00 each accident or disease. Such insurance shall be in accordance with applicable federal and state laws, and include but not be limited to Employer's Liability.
- Commercial General Liability: A limit of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate for General and Products/Completed Operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project. The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, job-site/project pollution, subsidence, personal injury and advertising injury, and liability assumed under an insured contract including but not limited to the indemnity provisions of this Subcontract. The CGL insurance shall not contain any XCU exclusion. Completed Operations coverage shall be maintained a minimum of ten (10) years after the substantial completion of the Project, or if the Project is performed in a state with a longer period of time for the running of the statute of repose, then the time period for the statute of repose. In addition, a Commercial Umbrella Liability Insurance shall be provided with a limit of not less than \$2,000,000 of additional coverage to the CGL insurance.
- Comprehensive Automobile Liability: A limit of not less than \$1,000,000.00 each accident. Such insurance shall cover liability arising out of any vehicle (including owned, hired, non-owned and/or leased vehicles) including but not limited to liability for bodily injury and death and property.
- Professional Design Liability (if Subcontractor is performing professional design services as part of its Subcontract Work) or Errors or Omissions (if Subcontractor is performing layout or surveying services as part of its Subcontract Work): A limit of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, on a project-specific basis to remain in effect for three years from the date of Substantial Completion of the Work, or such period of time as required by the Prime Contract, whichever is longer.
- All liability policies except the professional liability policy shall make Contractor a primary additional insured and shall also make Owner and any other entities as required by the Owner an additional insured. All insurance coverages for additional insureds provided by Subcontractor shall be primary, non-contributory coverages and include completed operations coverage. Insurance policies shall not be cancelled without 30 day prior written notice to additional insureds.
- Subcontractor shall cause all parties contracting with it for any of the work on this Project, including any and all design professionals, sub-subcontractors and suppliers at any tier, to obtain and maintain insurance substantially equal to the insurance provided for in this Subcontract, to protect such parties, Subcontractor, Contractor, and Owner, their employees and agents, from any and all claims which may arise out of or result from the respective operations on the Project. Specific limits shall be as specified herein or otherwise approved in writing by Contractor. Owner and Contractor shall be additional insureds on all such policies (except Workers' Compensation

and Professional Liability, if applicable), and all such policies are arranged to provide primary coverage, and insurance of Owner and Contractor shall be considered excess.

- Contractor shall have the right, but not the obligation, of prohibiting Subcontractor, and any of its sub-subcontractors, suppliers and others, from entering the Project site until such certificates or other evidence that insurance has been placed and maintained in complete compliance with these requirements is received and approved by Contractor. Any delays caused by the exercise of this right shall be to Subcontractor's account, and shall not entitle Subcontractor to any extension of the Subcontract time or increase in the Subcontract amount.
- With respect to any property insurance provided for the Project by Owner, Contractor or others, in the event of an occurrence arising from or related to Subcontractor's Work, Subcontractor shall be responsible for costs and expenses not reimbursed because of any deductible.
- Subcontractor waives all rights of subrogation against Contractor, Owner, and any of their respective consultants, contractors, subcontractors, and sub-subcontractors, agents and employees, for damages covered by the proceeds of the insurance provided in Subparagraphs 1.11.1, 1.11.2, 1.11.3, and any umbrella liability coverages, except such rights as they may have to the insurance proceeds. The Subcontractor shall require similar waivers from its subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XYZ Insurance Agency	CONTACT NAME:		
	PHONE (A/C. No. Ext):	FAX (A/C. No):	
INSURED ABC Company, LLC	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Brinkmann Constructors and Project Owner as primary non-contributory additional insured on all policies.

CERTIFICATE HOLDER**CANCELLATION**

Brinkmann Constructors
16650 Chesterfield Grove Rd.
Chesterfield, MO 63005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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