

## GENERAL LIABILITY INSURANCE REQUIREMENTS

The subcontractor shall purchase and maintain, at its sole cost and expense, from a company or companies with a minimum A7 financial rating. In the event of any failure of the Subcontractor to comply with the provisions of this, the Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Subcontractor, purchase such insurance, at the Subcontractor's expense.

**Insurance Limits** – The insurance required shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

**Insurance Certificates** - Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Work. The certificate shall set forth evidence of all coverages required below. Subcontractor shall furnish to the Contractor copies of any endorsements that are subsequently issues amending limits of coverage.

Insurance Company Requirements and Additional Insured – All insurance, excluding only workers compensation insurance, shall name the Contractor as additional insured and each policy shall include the condition that it is primary and that any liability and casualty insurance maintained by the Contractor is excess and non-contributory, that it includes both work in progress and completed operations, and that additional insured coverage is maintained for a minimum of one year after job completion. Subcontractor shall be responsible for and indemnify and hold the Contractor harmless from all deductible amounts under all insurance policies required to be purchased and maintained by Subcontractor.

**Non-Cancellation Without Notice** – Each policy shall provide that it will not be canceled or materially altered except after thirty (30) days advance written notice to the Contractor mailed to the address indicated in this Agreement, and the certificates shall so state. Each policy will provide a ten (10) day written notice to the Contractor prior to cancellation for non-payment of premium. Upon receipt of any notice of cancellation or alteration, Subcontractor shall within ten (10) days procure other policies of insurance, similar in all respects to the policy or policies, about to be cancelled or altered; and, if Subcontractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof, then at the Contractor's option the Contractor may (i) obtain such insurance at the cost and expense of

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### Seidel Construction, LLC

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the Subcontractor, without the need of any notice to the Subcontractor or (ii) terminate this agreement.

#### **Subcontractor's Insurance Requirements:**

Commercial General Liability: Bodily Injury/Property Damage	\$1,000,000 \$2,000,000	Each Occurrence General Aggregate
Comprehensive Automobile Liability: Bodily Injury/ Property Damage	\$1,000,000	Combined Single Limit
Personal Injury Liability:	\$2,000,000	General Aggregate
Workers Compensation: Employer's Liability	\$1,000,000 \$1,000,000 \$1,000,000	Per Accident per Disease, Policy Limit per Disease, Each Employee
Products/Completed Operations	\$2,000,000	Aggregate
Personal/Advertising Injury	\$1,000,000	Per Person or Organization

- a) The policy shall include a Waiver of Subrogation in favor of the Contractor.
- b) The Waiver of Subrogation endorsement for the Contractor must be form CG 24 04 05 09 or its equivalent.
- c) This policy shall have a per project aggregate endorsement.
- d) Copy of written safety plan and OSHA logs upon request.
- e) No exclusion for third party action over coverage.
- f) Subcontractor waives all right of subrogation against Contractor.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2014

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	SAMPLE Certificate	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
			INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	Sample Insurance Carrier	
INSURED		INSURER B:	Sample Insurance Carrier	
	Sample Subcontractor Street Address City, State Zip	INSURER C:	Sample Insurance Carrier	.,
		INSURER D :	Sample Insurance Carrier	
		INSURER E :		
		INSURER F :		

**COVERAGES** CERTIFICATE NUMBER:CL1462002280

**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		ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS
	GENERAL LIABILITY	INSIC	WVD	POLIGI NOMBER	(MINI/DD/TTTT)	(MM/DD/YYYY)	EACH OCCURRENCE \$ 1,000,000
۱_	X COMMERCIAL GENERAL LIABILITY			ABC1234567890		00/00/0000	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$ 5,000
				ABC1234367690	00/00/0000		PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	POLICY X PRO-				}		PRODUCTS - COMP/OP AGG \$ 2,000,000
├							\$
ĺ	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
В	ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person) \$	
	AUTOS AUTOS			ABC1234567890	00/00/0000	00/00/0000	BODILY INJURY (Per accident) \$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
<u> </u>					:		\$
	X UMBRELLA LIAB X OCCUR	-					EACH OCCURRENCE \$ 2,000,000
C	EXCESS LIAB CLAIMS-MADE			ABC1234567890	00/00/0000	00/00/0000	AGGREGATE \$ 2,000,000
<u> </u>	DED RETENTION\$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- OTH- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A PRG10045 67000	234567890 00/00/0000 00/00/0000	00/00/0000	E.L. EACH ACCIDENT \$ 1,000,000		
	(Mandatory in NH)	ABC1234567890		00/00/0000	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
-	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						1	-

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

The general liability and commercial auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability and workers compensation policy include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER	CANCELLATION
Name & Address of General Contractor	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
ACORD 25 (2010/05)	@ 4000 2040 ACOPD COPDORATION AND ALL

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Name & Address of General Contractor	Name & Address of Project
nformation required to complete this Schedule, if not shown above, wil	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Name & Address of General Contractor	Name & Address of Project
Information required to complete this Schedule, if not show	n above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".