

SUBCONTRACTOR INSURANCE REQUIREMENTS

We need a copy of the insured's proposed working or a copy of a recently executed copy contract and COI with a Subcontractor that includes the following:

1. It must be a standardized contract form, showing signatures of both the General Contractor and Subcontractor
2. Hold Harmless and Indemnification in favor of our insured (Contractor) and the Owner and their agents; to the fullest extent permitted by law
3. Contractor, Owner and their agents to be named as Additional Insured on a primary and non-contributory basis which includes completed operations by the Subcontractor and any Sub-Subcontractors on Subcontractor's GL policies
4. Subcontractor waives all rights against Contractor, Owner, Architect and their agents for recovery of damages to the extent that these damages are covered by Commercial General Liability, Umbrella Liability, Business Auto Liability or Workers Compensation
5. Minimum insurance requirements from the Subcontractor of:
 - a) GL occurrence form with limits not less than 1mil/2mil/1mil that include Per Project Aggregate, Premises Operations, Products/Completed Operations, Full/blanket Contractual, Personal Injury & Advertising Liability
 - b) Acceptable COI's with AI status provided to the Contractor prior to inception of Work
 - c) Business Automobile Insurance with limits of at least \$1M CSL
 - d) Workers Compensation and Employers Liability with limits of at least \$500,000/\$500,000/\$500,000
 - e) Commercial Umbrella with limits of at least \$1 million, except \$5 million for any structural work, foundation work or any work that involves a crane



CERTIFICATE OF LIABILITY INSURANCE

EXACT-1 OF 10 WS

DATE (MM/DD/YYYY)

06/10/2014

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
The B&G Group, Inc.
55 West Ames Court, Suite 400
Plainview, NY 11803

Phone: 516-576-0400

Fax: 516-576-1177

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Company Name
Street
City, NY ZIP

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 |
|-------------------------------------|---|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | POLICY # | 06/13/2014 | 06/13/2014 | EACH OCCURRENCE \$ 1,000,000 |
| <input type="checkbox"/> | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | |
| <input checked="" type="checkbox"/> | ANY AUTO | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | POLICY # | 06/13/2014 | 06/13/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| <input type="checkbox"/> | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| <input type="checkbox"/> | HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | NON-OWNED AUTOS | | | | | | \$ |
| <input checked="" type="checkbox"/> | UMBRELLA LIAB | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | POLICY # | 06/13/2014 | 06/13/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | EXCESS LIAB | | | | | | AGGREGATE \$ 1,000,000 |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | POLICY # | 06/13/2014 | 06/13/2015 | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

Exact Contracting & Construction Corp are included as an Additional Insured on a primary and non-contributory basis including Completed Operations. Policy includes waiver of subrogation in favor of the Certificate Holder with respect to General Liability, Workers Compensation, General Liability, Automobile, & Umbrella Policies. Subcontractor agrees to Hold Harmless in favor of the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE1

SAMPLE CERTIFICATE

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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Exact Contracting & Construction
1479 OHM Avenue
Bronx, NY 10465

**STANDARD FORM OF AGREEMENT
BETWEEN
CONTRACTOR AND SUBCONTRACTOR**

AGREEMENT

Made as of the

Day of

In the year of

BETWEEN the Owner/Contractor:

And the Subcontractor:

The Owner/Contractor and the Subcontractor agree as set forth below:

**ARTICLE 1.0
INDEMNIFICATION**

- 1.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner and/or Contractor and employee of either of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, cause in whole or in part by negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Paragraph 1.0.
- 1.2 In claims against any person or entity indemnified under this Paragraph 1.0 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 1.0 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under Workers' or Workmen's Compensation Acts or other employee benefit acts.
- 1.3 The obligations of the Subcontractor under this Paragraph 1.0 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawing, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instruction by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.
- 1.4 Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability Umbrella liability, business auto liability or workers compensation and employers liability maintained per insurance requirements stated above.

ARTICLE 2.0
INSURANCE REQUIREMENTS

2...1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

| | |
|---|------------------------------------|
| Commercial General Liability - including | \$1,000,000 Each Occurrence |
| Contractual Liability | \$2,000,000 Aggregate, PER PROJECT |
| Workers' Compensation and Employers Liability | \$1,000,000 Each Employee |
| Business Automobile, Including HNOA | \$1,000,000 CSL per Accident |
| Umbrella Liability | \$1,000,000 |

The Owner and/or Contractor are to be named as an additional insured on a primary basis to the Subcontractor's Comprehensive General Liability using appropriate ISO forms that include Premises Operations Liability, Contractual Liability, Advertising and Personal Injury Liability and Products/Completed Operations Liability, or by using a company specific endorsement that provide equivalent protection.

2.2 Coverages written on an occurrence basis shall be maintained without interruption from date of commencement of the Subcontractor's work until expiration of the applicable statute of limitations relating to latent defect in construction of or improvement to real property of the state in which the work is performed.

2.3 Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the subcontractor's work. The certificates and insurance policies required by Article 2 shall contain the language shown on the sample certificate enclosed, and contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

2.4 Waivers of Subrogation. The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employee, each of the other, and (2) the owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Contract or other property insurance applicable to the Work except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. If possible, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Contractor

Subcontractor

Signature and Title

Signature and Title