
Notice of Insurance Requirements

The Subcontractor and its subcontractors shall each, **at their own expense**, purchase and maintain during the life of the Subcontract, insurance of the type and in an amount **not less** than listed in the Subcontract, Architect/Engineer's General Conditions, Supplementary General Conditions, Special and Other Conditions, or required by law and or as listed below:

1. Commercial General Liability

For: Mechanical, Electrical, Plumbing, Elevator, Structural Steel, Metal Deck, Miscellaneous Metals, Plaster/Drywall/ Fireproofing, Aluminum/Glass, Fire Protection and Roofing Subcontractors:

- a. Bodily Injury & Property Damage \$2,000,000 Each Occurrence
- b. Products/Completed Operations \$2,000,000 Each Occurrence
- c. General Aggregate \$2,000,000

- 1. Coverage must be written on an Occurrence form (ISO CG 00 01 or equivalent).
- 2. Contractor must be named as an Additional Insured (ISO CG 20 10 11 85 or equivalent including **Completed Operations coverage**).
- 3. The General Aggregate limit shall apply separately to **each project**.
- 4. Coverage must be endorsed to be primary and noncontributing as respects the Additional Insured.
- 5. Coverage must be endorsed to include a Waiver of Subrogation as respects to the Contractor.
- 6. Binders are not acceptable.
- 7. 30 day notice of cancellation must be attached.
- 8. All endorsements must accompany the Certificate of Insurance (2, 3, 4, 5, and 7).
- 9. The policy number **MUST** appear on all endorsements.

For: All other Subcontractors not listed above:

- a. Bodily Injury & Property Damage \$1,000,000 Each Occurrence
- b. Products/Completed Operations \$1,000,000 Each Occurrence
- c. General Aggregate \$2,000,000

- 1. Coverage must be written on an Occurrence form (ISO CG 00 01 or equivalent).
- 2. Contractor must be named as an Additional Insured (ISO CG 20 10 11 85 or equivalent including **Completed Operations coverage**).
- 3. The General Aggregate limit shall apply separately to **each project**.
- 4. Coverage must be endorsed to be primary and noncontributing as respects the Additional Insured.
- 5. Coverage must be endorsed to include a Waiver of Subrogation as respects to the Contractor.
- 6. Binders are not acceptable.
- 7. 30 day notice of cancellation must be attached.
- 8. All endorsements must accompany the Certificate of Insurance (#2, 3, 4, 5 and 7).
- 9. The policy number **MUST** appear on the endorsements

2. Commercial Automobile Liability For: All Subcontractors

- a. Combined Single \$1,000,000 Each Accident, or
- b. Bodily \$1,000,000 Each Person
 \$1,000,000 Each Occurrence
- c. Property Damage \$1,000,000 Each Occurrence

- 1. Coverage must include owned, non-owned and hired automobiles. Contractor must be named as an additional insured.
- 2. An additional insured endorsement must accompany the certificate. The policy number **MUST** appear on the endorsements.
- 3. Binders are not acceptable.
- 4. 30 day notice of cancellation must be attached.

3. Workers Compensation For: All Subcontractors

- a. Workers Compensation Statutory
- b. Employers Liability \$1,000,000

- 1. Coverage must include a Waiver of Subrogation as respects Contractor. The policy number **MUST** appear on the endorsements.
- 2. Binders are not acceptable.
- 3. 30 day notice of cancellation must be attached.

4. Cancellation Paragraph

Your certificate must state that RJK Construction will be given **AT LEAST 30 DAYS WRITTEN NOTICE OF CANCELLATION**. Please strike out (XXXXXX) the words: "Endeavor to" and "But failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

Certificates must be completed properly. All Coverage blocks must be checked. The Subcontractor shall submit Certificates of Insurance and the required endorsements no later than ten (10) days prior to commencement of his work on site. No Subcontractor will be allowed to continue on site after the expiration of full insurance coverage. Subcontractor partial payments shall be withheld until current Certificates of Insurance and the required endorsements are submitted to RJK Construction Inc.

Insurance must be in effect and current through retention. The Contractor **must be** named as additional insured as were noted above.

5. Indemnity

To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Owner and Contractor and their agents and employees from any and all claims, demands, losses, damages, causes of actions and liability of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Subcontract Agreement. This indemnification shall extend to claims occurring after this Subcontract Agreement is terminated as well as when work is being performed. The indemnity shall apply regardless of any passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the active negligence or willful misconduct of Owner or Contractor or their agents or employees or caused solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Subcontract Agreement. All work covered by this Subcontract Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE (Sample) 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 does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown (585) 232-4424 45 East Avenue Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED <i>Subcontractor / Vendor's Name</i> Address(Sample) Address	INSURER A: ABC COMPANY INSURER B: A RELIABLE INSURANCE CO. INSURER C: A RELIABLE INSURANCE CO. INSURER D: A RELIABLE INSURANCE CO.	

PLEASE FORWARD THIS DOCUMENT TO YOUR INS. AGENT

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	X	X	01234567-1	DATE	DATE	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLIC <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
							PRODUCTS- COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	X	X	01234567-1	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	01234567-1	DATE	DATE	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	DEDUCTIBLE \$						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	N/A	X	01234567-1	DATE	DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT \$1,000,000
	OFFICER /MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. DISEASE - EA EMPLOYEE \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER: POLLUTION LIABILITY (REQUIRED for all Hazardous Material Contractors) Asbestos, Lead and Mold Work Site Hazardous Materials Work			7654321-0	DATE	DATE	\$5,000,000 (per occurrence/aggregate)
	PROFESSIONAL LIABILITY (REQUIRED for Design Work or Professional Services)						\$5,000,000 (per occurrence/aggregate)
							\$2,000,000 (per occurrence/aggregate)

PER PROJECT AGGREGATE APPLIES TO GENERAL LIABILITY POLICY. **List of Project Additional Insured**, THEIR AFFILIATES, AND ANY OTHER PARTY NOTED IN THE CONTRACT DOCUMENTS ARE NAMED ADDITIONAL INSURED ON ALL POLICIES INCLUDING ONGOING AND COMPLETED OPERATIONS ON A PRIMARY AND NON-CONTRIBUTING BASIS EXCEPT WORKERS COMPENSATION WITH RESPECT TO JOB/PROJECT **Job - JOB DESCRIPTION**. WORK PERFORMED. SUBCONTRACTOR WAIVES ALL RIGHTS AGAINST «HQOName» AND OWNER, AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FOR RECOVERY OF LOSSES, EXPENSES OR DAMAGES TO THE EXTENT COVERED BY AVAILABLE INSURANCE. (PLEASE ATTACH COPY OF ADDITIONAL INSURED FORM, ACCEPTABLE FORM CG 20 10 11 85). (Sample - December 2014)

CERTIFICATE HOLDER R J Kearey Construction 21300 Catawba Ave. Cornelius NC 28031 (Sample)	CANCELLATION 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 (Sample)
ACORD 25 (2010/05)	@1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



SAMPLE INSURANCE CERTIFICATE

ENDORSEMENT #

This endorsement, effective 12:01am

Forms a part of policy #:

Issued to:

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "Your Work" for that insured by or for you.

Authorized Representative

CG 20 10 11 85 Copyright, Insurance Services Office, Inc.