

This page is a brief summary of the insurance requirements. Pages 2 and 3 are excerpted from paragraphs 28, 29, and 30 of the Subcontract. You need to forward this to your Insurance Agent. All subcontractors are required to have an 'Approved Certificate of Insurance' on file with us prior to commencing work and through 'Date of Substantial Completion'. Any subcontractor who does not have an approved Certificate of Insurance on file with us will not be allowed on the jobsite and will be back charged for any delays that result.

- **PLEASE HAVE YOUR INSURANCE AGENT COMPLETE THE ATTACHED INSURANCE CERTIFICATE CHECKLIST AND RETURN WITH YOUR CERTIFICATE OF INSURANCE**
- **NOTE:** For SUB-TIER'S certificate of insurance **name the Subcontractor as the certificate holder** and **also name the Subcontractor and Kirtley-Cole as an additional insured** on the face of the certificate
- Minimum **\$2,000,000.00 Aggregate and \$1,000,000.00 per occurrence** is required. Limits are as follows:
 - \$1m Each Occurrence Bodily Injury and Property Damage
 - \$1m Personal Injury
 - \$2m General Aggregate
 - \$2m Aggregate for Products – Completed Operations
- Carry **automobile liability insurance**, including coverage not less than \$1,000,000 combined single limit each accident or bodily injury and property damage for:
 - All Owned **OR** Any Auto **AND**
 - Hired Autos **AND**
 - Non-Owned Autos
- The **Additional Insured Endorsement** (CG2010 11/85 form or equivalent) listing Kirtley-Cole Associates LLC and the Owner as Additional Insureds
- Kirtley-Cole Associates LLC and the Owner **must** be endorsed as **Primary Non-Contributory Named Additional Insureds**
- The policy shall also be endorsed to provide a **waiver of subrogation** against the additional insured and evidence of same **must** be included along with the additional insured endorsement
- Confirmation of **per project aggregate limits must** be stated on the Certificate of Insurance
- **All Forms and Endorsements must be attached to the Certificate of Insurance with corresponding policy numbers listed on them**
- Please add in the description box "for **any and all projects** contracted with Kirtley-Cole Associates LLC and the Owner". (*Please note: Ideally, if you are working on multiple projects for Kirtley-Cole, it is preferable to have blanket coverage. If your insurance carrier cannot provide a blanket certificate, we will accept your certificate referencing the specific project in lieu of "any and all projects".*)

The following additional coverage is required only if the Professional Liability Insurance Required box is checked Yes on the face of your Subcontract:

*All Professional Services (i.e., engineering, surveying, consulting, design services, etc.) **must** provide a Certificate of Insurance validating **Errors and Omissions** coverage of not less than \$1 million and maintain such coverage without lapse for a period of not less than (3) years after project completion.

Excerpt from subcontract

28. INSURANCE SUBCONTRACTOR shall procure, carry and maintain during the term of this Subcontract insurance coverage in the following minimum amounts and Subcontractor shall, before commencing work under this Subcontract, furnish to CONTRACTOR certificates of insurance with policy effective dates, and, except for Workers' Compensation, naming Contractor and Owner as an additional insured using Form CG2010 or equivalent. A broad form blanket Additional Insured Endorsement is an acceptable alternative to the CG2010 as long as the coverage is as broad or broader. The additional insured certificate and endorsement shall name CONTRACTOR as an additional insured. Insurance certificates shall indicate that coverage includes contractual liability applicable to the indemnity provisions of this Subcontract and the amount of all related deductibles other than auto. SUBCONTRACTOR shall be fully responsible for the amount of any deductibles related to insurance provided under this paragraph. Where applicable, SUBCONTRACTOR will furnish United States Longshoreman's and Harbor Workers' Act insurance, including coverage B-Employers Liability (maritime) with limits not less than required by the Main Contract but in no event less than \$500,000.

Liability policies furnished by SUBCONTRACTOR shall be Primary to any other liability policies which may be carried by CONTRACTOR and/or Owner. Any insurance maintained by Owner and/or CONTRACTOR shall be excess to and noncontributory with any insurance provided by SUBCONTRACTOR. SUBCONTRACTOR'S insurance shall also provide for a waiver of subrogation against the additional insureds and contain a severability of interest provision in favor of the additional insureds.

General Liability Insurance. SUBCONTRACTOR shall carry Comprehensive General Liability or Commercial General Liability insurance covering operations by or on behalf of SUBCONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

1. Premises and operations;
2. Products and completed operations;
3. Contractual liability insuring the obligations assumed by SUBCONTRACTOR in this Agreement;
4. Broad form property damage (including completed operations);
5. Explosion, collapse and underground hazards;
6. Personal injury liability; and
7. Employers liability (Stop Gap)

The Minimum Limits of Liability are:

Commercial General Liability Form
\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal Injury
\$2,000,000 General Aggregate
\$2,000,000 Aggregate for Products – Completed Operations

Pollution Liability. Required if SUBCONTRACT includes any remediation or removal of pollutants or hazardous substances. The minimum limits of liability are \$1,000,000 each occurrence/\$1,000,000 aggregate.

Umbrella or Excess Limits. CONTRACTOR reserves the right to require umbrella or excess limits coverage.

Per Projects Aggregate. The Commercial General Liability policy must have an endorsement providing that the general aggregate limit applies separately to this project.

Automobile Liability Insurance. SUBCONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident or bodily injury and property damage.

Certificate of Insurance. Certificates of Insurance, as evidence of the insurance required by this agreement, shall be furnished by SUBCONTRACTOR before any work hereunder is commenced by SUBCONTRACTOR. NO money will be issued on this Subcontract without this certificate in CONTRACTOR'S file. The certificates of insurance shall provide that there are no cancellations or reduction of coverage without forty-five (45) days prior written notice to CONTRACTOR.

The insurance coverage required by this paragraph shall be considered minimum acceptable limits and shall not be construed to limit the liability of the SUBCONTRACTOR to the CONTRACTOR and/or Owner.

In the event SUBCONTRACTOR fails to maintain any and all insurance required by this SUBCONTRACT during the entire life of this SUBCONTRACT, CONTRACTOR may at its option, and without waiver of other available remedies, purchase such insurance in the name of SUBCONTRACTOR and deduct the cost of same from payments due SUBCONTRACTOR.

29. SUBCONTRACTORS WITH DESIGN/BUILD RESPONSIBILITIES If SUBCONTRACTOR'S work calls for or requires any design or engineering to be provided by or performed by SUBCONTRACTOR, SUBCONTRACTOR acknowledges it has full responsibility for the adequacy, accuracy, and conformance of such design or engineering work, and that the CONTRACTOR is entitled to rely thereon.

SUBCONTRACTOR warrants that all such design and engineering provided or performed by it shall fully comply with all contract requirements, all codes, laws, and regulations, and shall be performed consistent with the highest professional standards and evidenced by SUBCONTRACTOR providing engineered stamped drawings. SUBCONTRACTOR shall reimburse, defend, indemnify, and hold CONTRACTOR harmless, pursuant to provisions contained in this Subcontract, from all costs, losses, damages, and expenses, caused by or resulting from any non-conformity, inadequacy, inaccuracy, or failure of SUBCONTRACTOR'S design or engineering.

SUBCONTRACTORS who are required by the specifications or otherwise to furnish engineering drawings and calculations by a qualified licensed professional, shall require the licensed design professional to provide Design Errors and Omissions/Professional Liability insurance certification. The insurance must be in limits not less than one million dollars (\$1,000,000), and be provided by carriers satisfactory to CONTRACTOR. Coverage must extend three (3) years beyond the completion of the project, and the commencement of coverage must be a date that is prior to commencing drawings and/or design work. SUBCONTRACTOR shall provide CONTRACTOR with a copy of SUBCONTRACTOR'S renewal certificate confirming the Design Errors and Omissions/Professional Liability insurance has been extended for each of the three (3) years beyond completion of the Project.

30. SUB-TIER CONTRACTORS Any sub-tier contractor shall be bound to the SUBCONTRACTOR the same as the SUBCONTRACTOR is bound to the CONTRACTOR and the same as the CONTRACTOR is bound to the OWNER. This form may be used for the sub-tier contracts and when so used, the term CONTRACTOR shall mean SUBCONTRACTOR and the term SUBCONTRACTOR shall mean SUB-TIER CONTRACTOR.



Insurance Certificate Checklist

Subcontractor: «FirmName» Project: «ProjectDescription»

The ACORD Certificate of Liability does not provide information to us as to policy restrictions, exclusions or limitations in coverage which may cause a material breach under your contract agreement.

Commercial General Liability:

COVERAGE DOES INCLUDE:	<i>YES</i>	<i>NO</i>	<i>KC OFFICE USE ONLY</i>
\$2,000,000 General Aggregate Limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$2,000,000 Products & Completed Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$1,000,000 Each Occurrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stop Gap Liability Included - \$1,000,000 Limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Per Project Aggregate Box Checked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kirtley-Cole Associates LLC <u>AND</u> the Owner are named as an Additional Insured	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Primary Additional Insured Endorsement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non Contributory Additional Insured Endorsement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of Subrogation Endorsement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Insured Covers Completed Operations & Endorsement is attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copies of All Forms and Endorsements Are Attached <u>AND</u> include policy number(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commercial Auto Insurance

\$1,000,000 Combined Single Limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> All-Owned Autos <u>OR</u> <input type="checkbox"/> Any Auto <u>AND</u> <input type="checkbox"/> Hired Autos <u>AND</u> <input type="checkbox"/> Non-Owned Autos Liability Boxes Checked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Design Errors and Omissions/Professional Liability and/or Pollution Liability (IF APPLICABLE)

\$1,000,000 Combined Single Limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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For Insurance/Agency use only:

Company: _____ Name: _____ Date: _____
 Print Company Name & Name of Individual Completing form