

SUBCONTRACTOR INSURANCE PACKAGE

Organization Information

CONTRACTOR: _____

ADDRESS: _____

SIC Code: _____

Telephone and Fax: _____

Contact Name: _____

E-Mail Address: _____

Trade: _____

Federal ID Number: _____

DATE: _____

Required Documents:

1. Provide Certificate of Insurance as per the attached sample. * Wording located in the description box must be included.
2. Provide Copies of the "Forms & Endorsements List" from BOTH General Liability and Umbrella (Excess Liability) Policies
3. Provide copies of all requested endorsements as per the attached samples.
4. Provide notarized Broker Certification (see attached)
5. Provide signed Completed Operations letter (see attached)

The requirements above are mandatory for all Subcontractors who wish to work on any Contractor job. No subcontractor will be allowed onto a Contractor jobsite until all items are received and are deemed in compliance with Contractor insurance requirements.

**** Note additional coverage's may be required as per the Owner's insurance requirements****



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 Your Broker Address City, State, Zip		CONTACT NAME: Insurance Broker Contact Name PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : General Liability Carrier	
		INSURER B : Automobile Liability Carrier	
		INSURER C : Umbrella Liability Carrier	
		INSURER D : Worker Compensation Carrier	
		INSURER E : Environmental Liability Carrier	
		INSURER F : Other Misc. Coverage as required by Contract Carrier	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	**Policy Number**	Current	Current	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			**Per Project Agg Endt**	Term	Term	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> ISO CG0001			**XCU Exclusion Deleted**			MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability			**50' RR Exclusion Deleted**			PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	**Policy Number**	Current	Current	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				Term	Term	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	**Policy Number**	Current	Current	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>	**Per Project Agg Endt.**	Term	Term	AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			**Coverage Applies in State of	Current	Current	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> X	Operation**	Term	Term	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			**USL&H Coverage included where applicable**			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	Pollution Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	**Policy Number**	Current	Current	\$2,000,000 Occurrence/Aggregate Limit	
F				**Per Project Agg Endt.**	Term	Term		
				Policy Number				

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

Job-Name

(See Attached Descriptions)

No Policy Shown on this certificate contains any wording which excludes coverage for "Injured Employees", "Third Party-Over Actions" or "Work in the Five Boroughs of New York City".

CERTIFICATE HOLDER**CANCELLATION**

Contractor Address	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 <i>AUTHORIZED REPRESENTATIVE</i>

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DESCRIPTIONS (Continued from Sample Certificate Page)

Additional Insured's: The following are included as Additional Insured's (Endorsement ISO Form, CG2010 10/01 – “your work” – ongoing operations not acceptable, ISO Form CG2037 10/01), as respects General Liability, Automobile Liability and Umbrella Policies: **Contractor** and any other Additional Insured et al.

Primary Insurance: As respects General Liability, Automobile Liability and Umbrella Liability, policies have been endorsed and stipulate that this insurance is primary and non-contributory, for all Additional Insured's; and any other insurance or self-insurance maintained by **Contractor** and any other Additional Insured et al, shall be excess only and shall not be called upon to contribute with this insurance.

With respect to the Excess Liability Insurance, the following policies are scheduled as primary: Commercial General Liability, Automobile Liability, and Employers Liability.

Waiver of Subrogation: As respects General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability, Subcontractor and all its insurers agree to waive their rights of recovery (subrogation) against all Additional Insured's including **Contractor** and any other Additional Insured et al.

Exclusionary Language: No Policy Shown on this Certificate contains any wording which excludes coverage for “Injured to Employees”, “Third-Party-Over Actions” or “Work in the 5 Boroughs of New York City”.

Environmental Liability: Any subcontractor performing work that involves hazardous substances or materials will be required to carry the following coverage's: Pollution Liability, Pollution Legal Liability (Non-Owned Disposal Sites) all with \$2,000,000 limits and the following Commercial Automobile Endorsements CA9948 & MCS90 -\$2,000,000 limit. The following are included as additional insured's: **Contractor** and any other Additional Insured et al.

Cancellation Clause: All policies have been endorsed to provide 60 days prior written notice of cancellation, material change and/or non-renewal by certified mail return receipt requested to:

- 1. Contractor
Address**

(Transpose on to Company Letterhead)

CERTIFICATION BY BROKER

The undersigned insurance broker represents to Contractor that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

(Name of Broker)

(Address of Broker)

(Signature of authorized official or Broker)

(Name and title of authorized official)

Sworn to before this

____ day of _____, 201_

Notary Public

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 Person or Organization:

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

A. Section II – Who Is An Insured 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 ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

- (1) 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 site 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 Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

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

Section II – Who Is An Insured 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Owners where required by written contract, signed prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

(Transpose on to Company Letterhead)

Mr. _____
(Owner)

Re: Project: _____
Insurance Program

Dear Mr. _____:

Please be advised that Completed Operations Coverage is included in our current Commercial General Liability Insurance Policy.

However, our insurance company will not provide a specific extension of this coverage beyond our policy's expiration date of ___/___/___.

We've purchased Completed Operations in the past and our corporate philosophy is to continue it as part of our corporate insurance program.

Please accept this letter as our written confirmation that we will maintain this coverage until the above project meets the conditions specified in the contract for this project.

I've instructed our insurance representative to provide you with certificates of insurance reflecting this continuing coverage for each policy renewal.

We trust this letter is acceptable to you.

Very truly yours,

Corporate Officer
(Notarized)