

P.O. Box 58 Stephens City, VA 22655 Tel: 571.577.8927 Fax: 571.577.8898

www.cornerstonebrs.com

STANDARD INSURANCE REQUIREMENTS

Insurance Requirement – Please provide the following information:

You are required to notify Cornerstone Building and Restoration Services, LLC, of any lower tier subcontractor hired to perform work on the project. Lower tier subcontractors are required to comply with all terms and conditions of the Contract Documents, including by maintaining all required insurance and by providing proof of insurance in the form of a certificate of insurance and additional insured endorsement naming the following parties as additional insured's:

CORNERSTONE BUILDING AND RESTORATION SERVICES, LLC, ITS OFFICERS, DIRECTORS AND EMPLOYEES; THE OWNERS, ITS OFFICERS, DIRECTORS AND EMPLOYEES, AND ANY OTHER PARTIES REQUIRED BY OWNER.

INSURANCE:

1. <u>SUBCONTRACTOR'S INSURANCE</u>: Prior to starting work, the Subcontractor shall furnish satisfactory evidence to the Contractor and to the other parties upon request, that the Subcontractor has insurance as required by the Prime Agreement. All such insurance, including general liability and umbrella/excess liability except Workers' Compensation/Employer's Liability, shall name the Contractor, the Owner and the Architect/Engineer, as an additional insured and shall provide primary coverage (including Completed Operations) for all claims and losses against the Contractor, the Owner and the Architect/Engineer, including but not limited to, those claims that arise out of injuries to their parties, from the Subcontract Work under this Agreement, or as a result of the Subcontractor's performance. Contractors who are involved in pollution related operations/exposures are required to carry and maintain a Pollution Liability Limit of at least One Million Dollars (\$1,000,000). Contractors involved in exposures/operations related to Professional Liability or Errors and Omissions are required to carry and maintain a Professional Liability Limit of at least One Million Dollars (\$1,000,000).

Any other insurance in force for said additional insured's shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided the by the Contractor, the Owner, or the Architect/Engineer shall be excess coverage. Coverage must include Broad Form Blanket Contractual Liability for liability assumed under this Agreement and all other Agreements relative to the Project (Forms CG2010/2037 or its equivalent). Additionally, insured status by the Subcontractor's insurance carrier will be provide through ISO CG2010 (11/85) endorsement or its equivalent.

2. <u>MINIMUM LIMITS OF LIABILITY</u>: The Subcontractor shall procure and maintain, with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to the Contractor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth.

As a Subcontractor providing services to the Contractor, it is required that you provide us with evidence of insurance with the minimum requirements outlined below:



P.O. Box 58 Stephens City, VA 22655 Tel: 571.577.8927

Fax: 571.577.8898 www.cornerstonebrs.com

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability) \$ 2,000,000

Products/Completed Operations Aggregate \$ 2,000,000

Personal & Advertising Injury Liability \$ 1,000,000

Each Occurrence \$ 1,000,000

• Per Project Aggregate Endorsement to be included.

Workers' Compensation and Employer's Liability

Workers' Compensation State Statutory Limits

Employer's Liability

Bodily Injury by Accident \$ 1,000,000 each accident

Bodily Injury by Disease \$ 1,000,000 policy limit

Bodily Injury by Disease \$ 1,000,000 each employee

- Workers' Compensation in accordance with the applicable law or laws and Employer's Liability insurance including sole proprietorships and officers of corporations who will be performing work on the job. Waiver of subrogation included.
- Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy
- Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Umbrella Liability

Each Occurrence and Aggregate \$ 1,000,000

Per Project Aggregate Endorsement to be included.

 Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible maintained by, or provided to, the additional insured other than the Commercial General Liability, Auto Liability and Employer's Liability coverages maintained by the Subcontractor.



P.O. Box 58 Stephens City, VA 22655 Tel: 571.577.8927

Fax: 571.577.8898 www.cornerstonebrs.com

Property

Property of Others in Your Care, Custody & Control \$ 500,000

<u>Automobile</u>

Each Occurrence and Aggregate \$ 1,000,000

Professional Liability

Each Occurrence and Aggregate \$ 1,000,000

Pollution Liability

Each Occurrence and Aggregate \$ 1,000,000

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Certificate of Insurance Sample Wording

❖ Additional insured coverage is provided as stated in the contract. Additional Insured Status by subcontractors carrier will be provided through an ISO CG 2010 (11/85) endorsement or its equivalent. Additional Insured Endorsement should be attached to the Certificate of Insurance. Coverage afforded by [ABC Contracting] is primary and non-contributory as stated in the contract. Waiver of Subrogation in favor of Cornerstone Building and Restoration Services, LLC. ISAOA as stated in the contract.

*We reserve the right to request copies of your policies.

- 3. <u>NUMBER OF POLICIES</u>: Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by and Excess or Umbrella Liability Policy.
- 4. <u>CANCELLATION</u>, <u>RENEWAL AND MODIFICATION</u>: The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor, which acceptance shall not be unreasonably withheld. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to the Contractor. Certificates of Insurance showing required coverage to be in force pursuant to Subparagraph 2 shall be filed with the Contractor prior to the commencement of the Subcontract Work. In the event the Subcontractor fails to obtain and/or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage as



P.O. Box 58 Stephens City, VA 22655 Tel: 571.577.8927

Fax: 571.577.8898 www.cornerstonebrs.com

desired for the Contractor's benefit and charge the expense to the Subcontractor, or terminate this Agreement.

- 5. <u>CONTINUATION OF COVERAGE</u>: Subcontractor shall maintain general liability insurance for the duration of the Project and maintain Completed Operations Liability coverage for itself and each additional insured for at least one (1) year after the completion of the Subcontract Work or final payment to the Contractor, whichever is earlier.
- 6. WAIVER OF SUBROGATION: The Contractor and the Subcontractor waive all rights against each other, the Owner, and Architect/Engineer, and any of their respective consultants, subcontractors, and subsubcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in Paragraph 2, except such rights as they may have to the insurance proceeds. The Subcontractor shall require similar waivers from its subcontractors. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed. No changes in wording, however, if the Owner or CM provides the Builders Risk we would keep this section. If the Contractor provides Builders Risk then we would delete this section.
- 7. WAIVER OF WORKERS' COMPENSATION LIEN, RIGHTS OF SUBROGATION OR RECOVERY OF WORKERS' COMPENSATION BENEFITS: To the fullest extent permitted by law, the Subcontractor for itself and on behalf of its workers' compensation insurer who may be obligated to pay workers' compensation benefits to the Subcontractor's employee, hereby waives and releases any and all rights and/or claims of recovery for workers' compensation benefits against the Owner, the Contractor, and the Architect/Engineer, who are liable or alleged to be liable for work-related injury to the Subcontractor's employee, arising out of the Subcontractor's contract with the Contractor. The Subcontractor will obtain a waiver of any subrogation rights or workers' compensation lien that its insurers may acquire against the Owner, the Contractor and the Architect/Engineer by virtue of payment of any workers' compensation benefits.
- 8. <u>CONTRACTOR'S LIABILITY INSURANCE</u>: The Contractor shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Contractor's errors or omissions.