



Construction Management & Builders, Inc.

cm&b Form 3

INSURANCE REQUIREMENTS

Subcontractor shall furnish satisfactory evidence to the Contractor prior to the commencement of work that the Subcontractor has complied with all of the below requirements and that the below mentioned requirements, including the specific amounts set forth by this subcontract are in force.

General Requirements: Subcontractor shall obtain, effect, maintain and pay for such usual and customary types of insurance as Contractor and/or Owner may require including, but not limited to:

- a. **Worker's Compensation and Employers Liability** as required by the laws of the state in which the work is to be performed.
- b. **Automobile Liability**, including hired and non-hired vehicles, with bodily and personal injury limits set forth by this subcontract and property damage limits set forth by this subcontract.
- c. **Comprehensive General Liability** with limits set forth on the following page of this contract. The policy is to include the following coverages and stated limits listed.

In addition, the following contractors will be required to have Explosion, Collapse and Underground (XCU) coverage as well as having excess umbrella liability of \$4,000,000.00:

- Excavators / Sitework Contractors
- Rock Blasting Contractors
- Utility Contractors
- Foundation Contractors
- Demolition Contractors
- Special Foundations/Structures (piles caissons, etc.) Contractors
- Steel Erectors

Special Requirements:

- a. **Pollution Liability:** If applicable, those subcontractors performing services regarding hazardous materials, abatement or environmental containment must obtain and maintain pollution liability coverage with a minimum limit of \$5,000,000.00 subject to job requirements.

Limits/Coverage:

- a. **General Liability: Bodily Injury & Property Damage - \$1,000,000 Combined Single Limit**

Inclusive of:

- Comprehensive form
- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

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6 Kimball Lane | Lynnfield, MA 01940 | t. 781 246 - 9400 | f. 781 246 - 9401

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- b. **Auto Liability: Bodily Injury & Property Damage-\$1,000,000-Combined Single Limit**
- c. **Excess Umbrella Liability: \$1,000,000**
- d. **Employers Liability: \$500,000**
- e. **Worker's Compensation:** Statutory limit as required in the state in which work is to be performed.

Insurance policies are to be written by recognized companies authorized to do business under the laws of the state in which the work is to be performed. Insurance shall be carried in a company or companies satisfactory to cm&b, Inc. The Company shall have a Best's rating of A- (excellent) VII or better.

All certificates are to contain substantially the following statements:

- **cm&b listed as additional insured**
- **Project name and location**
- **The insurance covered by this certificate shall not be cancelled nor materially altered after (30) thirty days written notice has been provided and received by cm&b, Inc.**

Contractor and Subcontractor waive all rights against each other against the Owner and all other Subcontractors for damages caused by fire or other perils to the extent covered by property insurance provided, except such rights as they may have to the proceeds of such insurance. Subcontractor shall require similar waivers from his suppliers and sub-subcontractors.

In the event any insurance company insuring subcontractor should fail or refuse to defend any claim or suit arising out of the coverages set forth by the insurance requirements of this agreement, brought against Owner and/or Contractor, its officers, agents and servants for any expense which they may incur or become obligated for including, without limitation, attorneys' fees and court costs, in the investigation or defense of such claim or suit, Contractor will have the right to procure and maintain the above insurance in the name of and at the expense of subcontractor should subcontractor fail to procure and maintain the required insurance. Subcontractor shall provide all information as may be necessary or desirable in order to procure and maintain such insurance.

The General Liability, Automobile Liability, Worker's Compensation and Employers Liability and Umbrella Liability policies are required to contain a waiver of all subrogation rights of both the subcontractor and their insurance company against cm&b, Inc. The insurance shall indicate that such waiver is in effect.

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.