

## CM&B Form 3A

# 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

- b. **Auto Liability: Bodily Injury & Property Damage-\$1,000,000-Combined Single Limit**
- c. **Excess Umbrella Liability: \$5,000,000**
- 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.



# 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  Agent Name & Address  Telephone #	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  Subcontractor Name & Address  Telephone #	INSURER A : Insurance Carrier	NAIC#
	INSURER B : Insurance Carrier	NAIC#
	INSURER c : Insurance Carrier	NAIC#
	INSURER D : Insurance Carrier	NAIC#
	INSURER E : Insurance Carrier	NAIC#
	INSURER F :	

**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
	<b>GENERAL LIABILITY</b>						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						
<input checked="" type="checkbox"/>	ANY AUTO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input checked="" type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
<input checked="" type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	NON-OWNED AUTOS						\$
							\$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>					EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N N	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

SAMPLE

Sample Certificate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) PROJECT NAME AND LOCATION

CM&B, Inc. & owner (list Additional Insureds here) are included as an Additional Insured for General Liability, Umbrella Liability and Auto Liability on a primary, non-contributory basis for ongoing & completed operations. The General Liability, Umbrella Liability, Automobile Liability and Worker's Compensation policies include a Waiver of Subrogation in favor of CM&B. The Certificate must include a 30-day notice of cancellation (except 10 days for non-payment).

**CERTIFICATE HOLDER****CANCELLATION**

Construction Management & Builders Inc. dba CM&B 75 Sylvan St - Building C Danvers, MA 01923	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
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