



**AUGUST**  
construction solutions

## **EXHIBIT B INSURANCE REQUIREMENTS**

**Prior to commencing the Work**, Subcontractor shall procure and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Purchase Order or Subcontract Agreement, insurance coverage required by these contracts. At a minimum, and subject to modification in individual Work Orders, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an AM Best rating of "A-" and qualified to do business in the state where the work is located. Subcontractor shall provide insurance as follows:

**1. Workers' Compensation and Employers Liability**

Statutory Workers Comp in accordance with the law including any "other" State endorsements.

Employers Liability insurance with limit of:

**\$500,000 Each Accident**

**\$500,000 Each Employee for Injury by Disease**

**\$500,000 Aggregate for Injury by Disease.**

**2. Commercial General Liability ("CGL")** with a combined single limit for Bodily Injury, Personal Injury and Property Damage of

**\$1,000,000 per occurrence**

**\$2,000,000 General Aggregate – PER PROJECT**

**\$2,000,000 Products and Completed Operations Aggregate**

**\$1,000,000 Personal and Advertising Injury**

**3. Commercial Automobile** (including leased, hired and non-owned autos) with a combined single limit for Bodily Injury and Property Damage of **\$1,000,000**

**4. Commercial Umbrella** \$1,000,000 minimum up to \$ 5,000,000 based on the job requirements.

**5.** The Contractor (its parents, subsidiaries, and related corporations), Owner and Architect/Engineer, and other as provided in the Contract Documents, shall be named as **Additional Insured** on each of these policies except for Worker's Compensation pursuant to ISO form CG 20 10 07 04 and CG 20 37 07 04 Additional Insured endorsement or any similar endorsement providing the same or broader coverage. Failure by the Contractor to request Subcontractor to fulfill this requirement is not a waiver of this requirement. Subcontractor's insurance policies shall state that they are primary and non-contributory with any other insurance carried by, or for the benefit of the Additional Insured. Any such insurance maintained by an Additional Insured shall be excess of that maintained by Subcontractor. Each liability policy of the Subcontractor shall contain a "separation of insureds" provision such that, except for limits of liability, the policies shall operate as though separate policies had been issued to each insured. Subcontractor will procure an appropriate clause in, or endorsement on, any policy of insurance carried by or on behalf of the Subcontractor, (including but not limited to Subcontractors' Workers Compensation policies), pursuant to which the insurance company either waives subrogation, consents to a waiver of right of recovery against or from Contractor and agrees that such insurance shall not be invalidated should the insured waive, prior to any loss, any or all rights of recovery against Contractor. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged or bodily injury incurred.

**6.** Certificates of Insurance indicating the Project must be submitted, approved and available to Contractor, prior to commencement of work and provide **30 days written notice** prior to cancellation, non-renewal or material modification.

**7.** Should the Subcontractor engage a next tier subcontractor, the same conditions applicable to the Subcontractor under these requirements shall apply to the next tier contractor.



# 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 have ADDITIONAL INSURED provisions or 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	CONTACT Agent Name	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Carrier with A- or Better AM Best Rating	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
Subcontractor Name Subcontractor Address City, State Zip		

## 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
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		<input checked="" type="checkbox"/>	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
August Construction Solutions, Inc, its parents, subsidiaries and related companies, Owner and Architect/Engineers and others as required in the contract documents shall be named as Additional Insured on the General Liability including Products/Completed Operations using CG2010 (0704) and CG2037 (07/04) (or equivalent) on a primary and noncontributory basis and on Auto Liability. Waiver of subrogation applies in favor of additional insureds on all policies. 30 days written notice of cancellation, non-renewal or material modification applies to all policies.

## CERTIFICATE HOLDER

## CANCELLATION

August Construction Solutions Inc. 707 North West St, Ste 101 Raleigh, NC 27603	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