NABHOLZ MASTER CONTRACT - SAMPLE COI

DATE (MM/DD/YYY)

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE									(MM/DD/YYY)				
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 PRO													
		סחם ם		NAME: PLE									
INSURANCE AGENT NAME, ADDRESS, AND PHONE			(A/C, No, Ext): (A/C, No): E-MAIL										
					ADDRESS: INSURER(S) AFFORDING COVERAGE								
INSURED MUST BE THE SAME AS LISTED IN THE EXECUTED			INSURER C:	INSURER B: MUST BE LISTED									
			INSURER D:										
MAST	ER CONTRACT			INSURER E:									
COVE	COVERAGES CERTIFICATE NUMBER:			INSURER F:	INSURER F: REVISION NUMBER:								
THIS	IS TO CERTIFY THAT THE POLICIES OF	INSURA	NCE LIS	TED BELOW HAVE BE	EEN ISSUED TO	THE INSURED	NAMED ABOVE FOR THE		CY PERIOD				
CER	CATED. NOTWITHSTANDING ANY REQUI TIFICATE MAY BE ISSUED OR MAY PERI LUSIONS AND CONDITIONS OF SUCH PO	ΓAIN, TH	IE INSU	RANCE AFFORDED B	Y THE POLICIE	S DESCRIBED	HEREIN IS SUBJECT TO	T TO W ALL TH	HICH THIS HE TERMS,				
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$					
LIN	GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000				
	COMMERCIAL GENERAL LIABILITY	Y	Y	POLICY NUMBER	DATE	DATE	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$					
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$					
							PERSONAL & ADV INJURY	\$					
							GENERAL AGGREGATE	\$	2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGO	-	2,000,000				
								\$	_,,				
		- (DATE	DATE	COMBINED SINGLE LIMIT	\$	2,000,000				
		Υ	Y	POLICY NUMBER			(Ea accident) BODILY INJURY (Per person)	\$	_,,				
							BODILY INJURY (Per accident						
	AUTOS AUTOS						PROPERTY DAMAGE (Per						
	AUTOS						accident)	\$					
								\$					
	UMBRELLA LIAB OCCUR			POLICY NUMBER	R DATE	DATE	EACH OCCURRENCE	\$	1,000,000				
	EXCESS LIAB						AGGREGATE	\$					
	DED RETENTION \$							\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	POLICY NUMBER	DATE	DATE	WC STATUTORY DOTH	ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Yes No N/A If yes, describe under						E.L. EACH ACCIDENT	\$	1,000,000				
						E.L. DISEASE – EA EMPLOYE	E \$	1,000,000					
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI	г \$	1,000,000				
	OTHER SCOPE SPECIFIC COVERAGES MAY BE REQUIRED - PLEASE SEE ADDITIONAL REMARKS SCHEDULE (NEXT PAGI												
DESCRI	OTHER COVERAGES MAY BE REQUIRED DEPEN PTION OF OPERATIONS / LOCATIONS / VEHICLE				Schedule, if more	space is required)						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Nabholz Construction Corporation, its parent, subsidiary, related, and affiliated companies; Project Owner; each of their respective employees, agents, and principals, members, officers, managers, elected boards, parent companies, subsidiaries, affiliates, successors, and assigns; and others are required by Prime Contract are named as additional insured under the General Liability, Automobile Liability, and Pollution Liability. The General Liability, Automobile Liability, Workers Compensation, and Pollution Liability policies contain a Waiver of Subrogation. Insurance is primary and non-contributory.													
ISO For	rms CG2010(10/01) and CG2037(10/01) or e	equivale	ent form((s) apply. Copies of er	ndorsement forn	ns must be atta	ched.						
CERTI	FICATE HOLDER			C	ANCELLATIO	N							
C/O CI	OLZ CONSTRUCTION CORPORATIO ERTFOCUS OX 140528		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
KANS	AS CITY, MO 64114		AL	AUTHORIZED REPRESENTATIVE									
NABHOLZ@VERTIKALRMS.COM					*signature required*								

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AGENCY CUSTOMER ID: MUST BE LISTED

	AGEN									
		LOC #: MUST BE LISTED								
ACORD [®] ADDITIONAL	REMA	RKS SCHEDULE	Page _1_ of _1_							
AGENCY		NAMED INSURED								
MUST BE LISTED		MUST BE THE SAME LISTED IN THE EXECUTED MASTER CONTRACT								
POLICY NUMBER SEE PAGE 1										
CARRIER	NAIC CODE									
SEE PAGE 1	SEE PAGE 1	EFFECTIVE DATE: SEE PAGE 1								
ADDITIONAL REMARKS]							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO	RD FORM,									
FORM NUMBER: 25 FORM TITLE: Certificate of Liabili	ty									
HOLDER: ADDRESS:										
SCOPE SPECIFIC REQUIRED COVERAGES:										
Pollution liability: \$2,000,000 per occurrence and aggregate - <u>only required if Subcontractor's scope of work includes</u> : mechanical, electrical, plumbing, drilling/subsurface activities, demolition, drywall/insulation, building envelope systems, moisture barrier protection application, environmental remediation, or handling hazardous materials										
Professional liability: \$1,000,000 per occurrence / \$2,000,000 annual aggregate - only required if Subcontractor's scope of work includes: professional, design, or engineering services – including those with delegated design-assist or design review responsibility										
Asbestos or lead abatement liability: \$5,000,000 per occurrence limits - only required if Subcontractor's scope of work includes: asbestos or lead abatement										
Protection and Indemnity Insurance: \$5,000,0000 or the value of the watercraft, whichever is greater - only required if Subcontractor's scope of work includes: use of watercraft										
Contractor's equipment floater: replacement value of equipment - only required if Subcontractor's scope of work includes: use of owned/rented/leased equipment										
Riggers liability: \$1,000,000 per occurrence and aggregate - only required if Subcontractor's scope of work includes: conveying the property of others by hoist, crane, or mobile equipment										
Cyber liability: \$1,000,000 per claim / \$2,000,000 aggregate - only required if Subcontractor will have access to any person's or organization's confidential or personal information										
Electronic data liability: \$1,000,000 per claim - only required if Subcontractor work is in or adjacent to a server room or data center										
Drone liability: \$1,000,000 per occurrence / \$1,000,000 personal injury - only require	red if drones are	used by Subcontractor or on Subcontractor's behalf								
Boiler and machinery insurance: \$1,000,000 per occurrence - <u>only required in Sub</u> refrigeration units	contractor's sco	pe of work includes: installation, maintenance, or any work involving b	oilers, machinery, or							
Motor trucker cargo and or warehouseman's legal liability: replacement value of p and/or storage of Owner property	roperty, artifact,	equipment, and/or material - if Subcontractor's scope of work includes	: moving, transportation,							
Railroad protective liability: limits as set forth by the railway operator - if Subcontin	ractor's work is v	within 50 feet of a railroad								
Builders risk or property insurance - If supplementary insurance is needed to protect Subcontractor's interest in the work										

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:

Nabholz Construction Corporation, its parent, subsidiary, related, and affiliated companies; Project Owner; each of their respective employees, agents, and principals, members, officers, managers, elected boards, parent companies, subsidiaries, affiliates, successors, and assigns; and others are required by Prime Contract.

(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 iability 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:

Nabholz Construction Corporation, its parent, subsidiary, related, and affiliated companies; Project Owner; each of their respective employees, agents, and principals, members, officers, managers, elected boards, parent companies, subsidiaries, affiliates, successors, and assigns; and others are required by Prime Contract.

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 haz-ard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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:

Nabholz Construction Corporation, its parent, subsidiary, related, and affiliated companies; Project Owner; each of their respective employees, agents, and principals, members, officers, managers, elected boards, parent companies, subsidiaries, affiliates, successors, and assigns; and others are required by Prime Contract.

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 "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Nabholz Construction Corporation, its parent, subsidiary, related, and affiliated companies; Project Owner; each of their respective employees, agents, and principals, members, officers, managers, elected boards, parent companies, subsidiaries, affiliates, successors, and assigns; and others are required by Prime Contract.

This endorsement does not apply to policies in Alaska, California, Kentucky, New Jersey, North Carolina, Texas, Utah or Wisconsin.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. INCLUDE POLICY NUMBER Endorsement No.

Insured

Premium

Insurance Company

Countersigned by _____

WC 00 03 13 (Ed. 4-84)