



Attachment A: Insurance Requirements MyCOI Enrollment Instructions

BNBuilders is utilizing an online certificate of insurance tracking website through Parker, Smith & Feek powered by MyCOI. There is no cost to subcontractors to use MyCOI.

Subcontractors are required to upload Certificates of Insurance directly to Parker Smith & Feek's certificate tracking website.

Initial Enrollment and Registration

Enrollment in the MyCOI website is a simple **one-time process**. If you have not used MyCOI, you will receive an automated email directly from myCOI@psfinc.com with enrollment instructions.

During the initial registration, the following contact information will be collected for your insurance agent(s):

Agent Name
Agency Name
Agency Address
Agency Phone Number
Agent Email Address
Policy Lines Written by your Agent

Submitting your Certificate of Insurance

Once your company is enrolled, you will be assigned to each project you receive a subcontract for, at that time a notification will be sent to the party assigned for uploading certificates. Certificates of insurance will then need to be uploaded into MyCOI by you or the party assigned by your Company.

A complete certificate of insurance must include all endorsements in one .pdf file. If you have multiple projects with BNBuilders, separate certificates must be uploaded for each respective project.

Notifications of any issues with the certificate will be sent from myCOI@psfinc.com, to the party assigned in MyCOI – DO NOT RESPOND TO THIS EMAIL – ALL QUESTIONS SHOULD BE DIRECTED TO BNBUILDERS.

Please note you will no longer send your Certificate of Insurance to BNBuilders. Insurance certificates will be processed via MyCOI by Parker, Smith & Feek. They will not be reviewed or processed if they are emailed to BNBuilders directly.

Questions

If you have any questions, please contact the following:

BNBuilders: riskcoordinator@bnbuilders.com

Attachment A-1: Insurance Requirements

Project Name:

Project Number:

1.1 Liability Insurance

- a. To the fullest extent allowable by law, prior to the commencement of the Work Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations under this agreement whether such operations be by itself or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Limits shall be all the Insurance Coverage and/or limits carried by or available to the Subcontractor, the minimum limits as required herein or as required in the Prime Contract, whichever is greater.

1.1.2 General Conditions

- a. Subcontractor shall maintain completed operations liability insurance for the term of the Agreement plus the period of time Subcontractor may be held legally liable for its Work. Physical insurance certificates and endorsements are to be furnished to the Contractor for a minimum of one year following completion of Subcontractor's work, or longer if required by the Prime Contract.

Subcontractor shall maintain policies of insurance in full force and effect, at all times during the performance of the Work, plus the statute of repose or statute of limitations applicable to the jurisdiction where the Work is performed.

- b. All insurance companies shall have a Best's rating of A-VII or better.
- c. In addition, Subcontractor shall provide Contractor with 45 days' notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.
- d. Certificates of Insurance Acord Form 25 and all required Endorsements shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work.
- e. If requested by the Contractor, Subcontractor shall provide a certified and true copy of any or all policies.
- f. Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Subcontractor's obligations hereunder.
- g. It is the Subcontractor's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for any liability coverages for all tiers of sub- subcontractors. For any coverage required herein where the Subcontractor shall name Contractor and Owner or others as additional insured(s) the Subcontractor shall require a sub-subcontractor to make as additional insured(s).
- h. If Subcontractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this subcontract or secure such policies or policies of insurance for the account of Subcontractor and charge Subcontractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Subcontractor. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Subcontractor or others to determine or warrant that such policies are in effect.
- i. Subcontractor shall be fully and financially responsible for all deductibles or self-insured retentions.

1.1.3 Coverage Forms

- a. **Subcontractor's Commercial General Liability** insurance shall be written on an industry standard Commercial General Liability Occurrence from (CG 00 01, 12/07) or its equivalent and shall include but not be limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury; independent contractors. Coverage shall be on an occurrence form with policy limits of not less than:

\$1,000,000 Each Occurrence Bodily Injury & Property Damage
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate to apply on a Per Project basis
\$2,000,000 Products/Completed Operations Aggregate

Terms and Conditions of coverage shall include:

1. Per Project Aggregate (CG 25 03) or equivalent.
 2. If applicable to the project, no Residential Exclusions shall apply (must be evidenced on the certificate)
 3. No exclusion for subsidence
 4. No exclusion for damage to work performed by Subcontractors (CG 22 94 or similar).
 5. No exclusion for cross liability for any person / organization.
 6. No exclusion for explosion, collapse, underground hazards, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
 7. No removal or limitation of the "Damage To Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 8. If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail systems), Subcontractor shall obtain Contractual Liability – Railroads Endorsement CG 24 17 or its equivalent.
 9. Professional Liability Exclusion shall include exceptions for Construction Means and Methods (CG 22 79 or CG 22 80 or their equivalents)
 10. Deductibles or Self-Insured Retentions shall be made known and acceptability determined at the sole discretion of Contractor.
- b. **Business Auto Liability** – Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01, written on an occurrence basis to apply to "any auto" or at a minimum "all owned, hired and non-owned autos", with policy limits of not less than;

\$1,000,000 per accident for bodily injury and property damage

1. If applicable, Broadened Pollution for Covered Autos shall apply. This requirement may also be satisfied by providing proof of separate Pollution Liability that includes coverage for transportation exposures.
 2. If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail systems), Subcontractor shall obtain Construction Liability – Railroads Endorsement – CA 20 70 or its equivalent.
- c. **Workers' Compensation and (b) employers' liability-stop gap** – All Subcontractors of every tier shall provide coverage for industrial injury to their employees (or leased employees as applicable) in strict accordance with the provisions of the State or States in which project work is performed or where jurisdiction is deemed to be applicable. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime-Jones Act, etc.) basis as required in the applicable jurisdiction.

Owner-operators are required to furnish Workers Compensation Certificates, notwithstanding any statutory exemptions. For states that do not require Workers' Compensation Coverage, Owner/Operator shall elect into coverage under the Workers' Compensation Laws of the governing state.

Policy limits of not less than:

Workers Compensation: Statutory

Employers Liability / Stop Gap:

\$1,000,000 Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Total Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

- d. **Commercial Umbrella or Excess Liability Insurance** over Subcontractor's primary Commercial General Liability, Business Auto Liability and Employers Liability / Stop Gap. All coverage terms required under the Commercial General Liability, Business Auto Liability and Employers Liability/Stop Gap above must be included on the Umbrella or Excess Liability Insurance. See Subsection below regarding "Trade Specific Umbrella/Excess Liability Limits". Coverage shall be written on an occurrence form with policy limits not less than those indicated below, however, if any tier or type of Subcontractor maintains Umbrella or Excess limits greater than what is required herein, such limits carried become what we require under this contract.

Trade-Specific Umbrella/ Excess Liability Limits – See attached Matrix and below:

Tier 1 – Subcontractors

Subcontractors included in **Tier 1 scopes of Work**, including but not limited to:

- Division 01 General Requirements
- Division 02 Existing Conditions specific to; site surveys and laser scanning.
- Division 10 Specialties (except signage connected to electrical Tier 2)
- Division 11 Equipment (except athletic, recreational, and play equipment Tier 2).
- Division 12 Furnishing (except manufactured casework or countertops Tier 2)

The Tier 1 sections shall provide, at a minimum, the following Umbrella / Excess Limits of Liability:

\$2,000,000 Each Occurrence

\$2,000,000 Personal & Advertising Injury

\$2,000,000 Aggregate (where applicable, following the terms of the underlying)

Tier 2 - Subcontractors

Subcontractors included in **Tier 2 scopes of Work**, including but not limited to,

- Division 06 specific to architectural casework, wood paneling, ornamental woodwork, plastics, and millwork
- Division 07 specific to traffic coatings, vapor retarders, and joint protection
- Division 08 Openings (except entrances, storefronts, and curtain walls, windows, skylights, louvers, and specialty glazing)
- Division 09 Finishes (except high performance coatings Tier 3)
- Division 10 Specialties; specific to; signage connected to electrical line voltage
- Division 11 Equipment; specific to; athletic, recreational, and play equipment
- Division 12 Furnishing specific to manufactured casework and countertops
- Division 27 structured cabling (except if scope includes line voltage work then Tier 3)
- Division 28 Electrical Safety and Security
- Division 32 Exterior Improvements specific to dry stacked stone

The Tier 2 sections shall provide, at a minimum, the following Umbrella / Excess Limits of Liability:

\$5,000,000 Each Occurrence
\$5,000,000 Personal & Advertising Injury
\$5,000,000 Aggregate (where applicable, following the terms of the underlying)

Tier 3 - Subcontractors

Subcontractors included in **Tier 3 scopes of Work**, including but not limited to;

- Division 02 Existing Conditions (except Site Surveys Tier 1)
- Division 03 Concrete
- Division 04 Masonry (except dry placed stone, Tier 2)
- Division 05 Metals
- Division 06 Woods, Plastics, and Composites (except architectural casework, wood paneling, ornamental woodwork, millwork, and plastics Tier 2)
- Division 07 (except traffic coatings, vapor retarders, and joint protection Tier 2)
- Division 08 Openings (specific to entrances, storefronts, and curtain walls, windows, skylights, louvers, and specialty glazing)
- Division 09 Finishes specific to High-Performance coatings
- Division 13 Specialty Facility Components
- Division 14 Conveying Equipment
- Division 21 Fire Suppression
- Division 22 Plumbing
- Division 23 Heating, Ventilation and Air Conditioning
- Division 25 Integrated Automation
- Division 26 Electrical
- Division 31 Earthwork
- Division 32 Exterior Improvements (except dry stacked stone Tier2)
- Division 33 Utilities

The Tier 3 sections shall provide, at a minimum, the following Umbrella / Excess Limits of Liability:

\$10,000,000 Each Occurrence
\$10,000,000 Personal & Advertising Injury
\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

Crane Services Liability. Should Subcontractor's Work include providing cranes of any type or using a crane regardless of if Subcontractor is providing the crane, at a minimum, shall provide the following Umbrella / Excess Limits of Liability:

\$10,000,000 Each Occurrence
\$10,000,000 Personal & Advertising Injury
\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

The policy shall include coverage for Rigger's liability to insure against physical loss or damage to the property or equipment being lifted as well as bodily injury or property damage to surrounding property. Limits for damage due to Subcontractor's negligence during the lift shall be provided at the limits shown above. Coverage for damage to the property being lifted can be provided by any of the following options:

1. Removing the Care, Custody, and Control Exclusion on the General Liability policy
2. Providing an appropriate Inland Marine form with limits not less than the maximum value of the property lifted at any one time
3. Providing a separate Rigger's Liability policy with limits not less than the maximum value of the property lifted at any one time

- e. **Pollution liability** – Subcontractor shall provide evidence of Pollution Liability; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if subcontractor’s scope of work (or subcontractor’s consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the subcontractor’s operations including coverage for sudden as well as gradual release arising from subcontractor’s operations including operations of any of its subcontractor’s or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of subcontractor engagement and shall continue on a practice basis for not less than 36 months after completion, or the period of time subcontractor may be held legally liable for its work, whichever is longer. The retro date if any such coverage shall be prior to the commencement of Subcontractor’s Work.

Trade – Specific Pollution Coverage and Limits:

Tier 1 – Pollution Liability

Subcontractors included in **Tier 1 scopes of Work**, including but not limited to:

- Division 04 Masonry (except dry placed stone)
- Division 07 (except traffic coatings, vapor retarders, and joint protection)
- Division 08 Openings specific to entrances, storefronts, and curtain walls, windows, skylights, louvers, and specialty glazing)
- Division 25 Integrated Automation
- Division 27 structured cabling (except if scope includes line voltage work)
- Division 28 Electrical Safety and Security

The Tier 1 sections shall provide, at a minimum, the following Pollution Limits of Liability:

- **Not less than \$1,000,000 per claim or occurrence and \$1,000,000 annual aggregate.**

Tier 2 – Pollution Liability

Subcontractors included in **Tier 2 scopes of Work**, including but not limited to:

- Division 09 Finishes specific to High-Performance coatings
- Division 13 Specialty Facility Components
- Division 14 Conveying Equipment
- Division 32 Exterior Improvements (except dry stacked stone)
- Division 32 Exterior Improvements specific to dry stacked stone

The Tier 2 sections shall provide, at a minimum, the following Pollution Limits of Liability:

- **Not less than \$2,000,000 per claim or occurrence and \$2,000,000 annual aggregate.**

Tier 3 – Pollution Liability

Subcontractors included in **Tier 3 scopes of Work**, including but not limited to:

- Division 02 Existing Conditions (except Site Surveys)
- Division 03 Concrete
- Division 21 Fire Suppression
- Division 22 Plumbing
- Division 23 Heating, Ventilation and Air Conditioning
- Division 26 Electrical
- Division 31 Earthwork
- Division 33 Utilities

The Tier 3 sections shall provide, at a minimum, the following Pollution Limits of Liability:

- **Not less than \$5,000,000 per claim or occurrence and \$5,000,000 annual aggregate.**

If Subcontractor maintains Pollution Liability limits greater than what is required herein, such limits carried become what we require under this contract.

- f. **Professional Liability and/or Errors & Omissions** – Subcontractor shall provide evidence of Professional Liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder.

**Such insurance shall be in an amount of not less than;
\$1,000,000 each claim / \$2,000,000 aggregate**

If Subcontractor maintains Professional Liability limits greater than what is required herein, such limits carried become what we require under this contract.

The policy shall be effective from the date of commencement of all professional services in connection with the fulfillment of all contract obligations hereunder. The retroactive date in the current and future policies shall be prior to the commencement of all professional services. Coverage shall be maintained for a period not less than 36 months or the period of time Subcontractor may be held legally liable for its work, (whichever is longer) following the completion of the work; or an extended reporting period of 36 months following completion of the work shall be purchased.

Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns.

- g. **Additional Insured / Primary-NonContributory / Waiver of Subrogation Requirements**

To the fullest extent of coverage allowed under applicable law, all those listed in **1.1.4**, Additional Insured, shall be named as additional insured on a primary and non-contributory basis for all required lines of coverage except Statutory Workers Compensation and Professional Liability, arising out of "your work" with respect to work performed by or for the Subcontractor on behalf of the Contractor. Contractor shall accept General Liability Additional Insured forms CG 20 10 11/85, CG 20 10 10/01 & CG 20 37 10/01 or their equivalent.

Subcontractor hereby waives all rights of recovery against all those listed in 1.1.4. Subcontractor shall require all insurance policies related to the Work secured by Subcontractor including clauses providing that each insurer waives all rights of recovery by subrogation or otherwise against all persons or entities referenced in 1.1.4. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of

indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.

Additional Insured and Primary/Non-Contributory status shall be for all limits carried, not limited to the minimum acceptable as required herein. Subcontractor's insurance shall be Primary as respects to Contractor and Owner, and any other insurance maintained by Contractor and Owner shall be excess and not contributing insurance with Subcontractor's insurance until such time as all limits available under the Subcontractor's insurance policies have been exhausted.

Additional Insured, Primary / Non-Contributory and Waiver of Subrogation endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the Contractor / Owner or any other party required by the contract, will not be accepted.

In the event that any policy provided in compliance with this agreement states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the parties agree that nothing in this agreement is intended to restrict or limit the breadth of coverage or limits available.

The Additional Insured, Primary / Non-Contributory and Waiver of Subrogation status shall remain in full force and effect for the term of the contract plus the applicable statute of repose, or the amount of time you are legally liable, whichever is longer.

It is further agreed that the additional insured coverage required under this contract shall not be subject to any Defense Costs Endorsements such as Form IL 01 23 11 13, allowing for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.

Contractor reserves the right, in its sole and subjective discretion, to reject any Additional Insured, Primary / Non-Contributory and Waiver of Subrogation forms that are deemed not equivalent to what is required herein.

1.1.4 Primary Additional Insureds:
Contractor – BNBuilders, Inc.
Owner –
Building Owner
Architect –

1.2 Additional Requirements

- a. **Aircraft Liability.** If Subcontractor (or its subcontractors or suppliers, regardless of tier) use any owned, leased, chartered or hired aircraft of any type or any unmanned aerial vehicle (drones) in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than **\$10,000,000 per occurrence, including Passenger Liability**. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the Project.

1.3 Property Insurance

- a. If Builder's Risk or other property insurance is not provided by others under the Prime Contract, the Subcontractor shall procure and maintain, at the Subcontractor's own expense, property and equipment insurance of the Subcontract Work intended to become part of the project, including any property stored off the site, in transit or any of the Owner's or Contractor's property in the care, custody or control of Subcontractor. Subcontractor and Subcontractor's insurance carrier(s) hereby waive all rights of subrogation against Contractor and Owner for damage including loss of use.

- b. Contractor neither represents nor assumes responsibility for the adequacy of the Builders Risk Insurance to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work, including without limitation off site stored materials and materials in transit.
- c. If Builder's Risk insurance purchased by the Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor.
- d. Subcontractor is solely responsible for loss or damage to its personal property including without limitation; tools, equipment, scaffolding, vehicles, temporary structures or property or materials created or provided under the Subcontract until delivered and accepted or installed at the Project Site. Any insurance provided by Subcontractor shall include a waiver of subrogation from insurers in favor of Contractor and Owner.

END OF ATTACHMENT A