

Prequalify with Pinkard

Certificate of Insurance (COI) is not typically requested during the Prequalification process, but is required for contract signing. The Pinkard team will request COI and give information about where to upload at contract signing. We share the requirements with you now, so that you factor in any related costs as necessary when bidding our work.

INSURANCE REQUIREMENTS

Unless higher limits or additional coverages are required by Pinkard, prior to commencement of any work, Subcontractor shall purchase and maintain at its own expense, from an insurance carrier licensed to do business in the State of Colorado, with an A.M. Best rating of A- or better, insurance of the following types of coverage and limits of liability. The below insurance requirements and the obligations of the indemnification agreement in Pinkard Construction Co. ("Pinkard") Subcontract (Part II) Section 24 shall also apply to anyone hired by the Subcontractor for work under this agreement and shall be incorporated in all lower tier subcontracts and agreements.

- ❖ **Workers' Compensation and Employer's Liability:**
 - State: Statutory
 - Employers Liability
 - 1) \$ 500,000 Each Accident
 - 2) \$ 500,000 Disease, Policy Limit
 - 3) \$ 500,000 Disease, Each Employee

- ❖ **Commercial General Liability** written on ISO form CG 00 01 occurrence or functional equivalent:
 - Combined Bodily Injury and Property Damage
 - 1) \$1,000,000 Each Occurrence
 - 2) \$1,000,000 Personal and Advertising Injury
 - 3) \$2,000,000 General Aggregate
 - 4) \$2,000,000 Products/Completed Operations Aggregate
 - 5) \$50,000 Damage to rented premises
 - 6) \$ 5,000 Medical Expense
 - The following coverages shall be included:
 - 1) Occurrence Form
 - 2) Premises Operations
 - 3) Explosion, Collapse, and Underground
 - 4) Contractual - including indemnification obligations in Section 24 of the Subcontract, Part II
 - 5) General Aggregate Limit (requires per project aggregate endorsement)
 - 6) Subcontractor shall maintain the products/completed operations coverage required herein, including additional insured status including both ongoing and completed operations, in full force and effect until the statute of limitation and/or repose, whichever is longer, applicable to this work has lapsed.
 - 7) There shall be no exclusions or sub-limits for the following, if applicable to the scope of the Work:
 1. Residential construction
 2. Subsidence or other earth movement
 3. Exterior insulation and finish systems (EIFS)
 4. Damage to work by Subcontractor's lower tier subcontractors (ISO Forms CG 22 94 and CG 22 95 or or equivalent)
 5. No separation of insured exclusions

INSURANCE CONTINUED

❖ **Business Auto Liability:**

- Combined Bodily Injury and Property Damage
 - 1) \$1,000,000 combined single limit
 - 2) Additional insureds required and must be same as named in section 7.8 below
- The following coverages shall be included:
 - 1) Owned Automobiles
 - 2) Non-Owned and Hired Automobiles
 - 3) "Any-Auto" will also be acceptable in lieu of 7.4.2.1 and 7.4.2.2

❖ **Umbrella Liability:**

- \$1,000,000 Each Occurrence/\$1,000,000 Aggregate
- Additional insureds required and must be same as named in section 7.8 below
- Coverage shall be maintained for the statute of limitation and/or repose
- All coverage requirements and prohibited exclusions under the General Liability, Employer's Liability, and Automobile Liability policies are applicable as to the Umbrella Liability coverage

❖ **Pollution Liability:**

This Section is applicable to Subcontractor and any sub-subcontractor of any tier that are providing work related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, painting, roofing and/or waterproofing systems excavation operations, or any work which includes Microbial Matter, Mold, Fungi, or Bacteria and any work which will involve the use of hazardous materials. Subcontractor and all applicable sub-subcontractors must provide and maintain a separate Pollution Liability Insurance policy including coverage for but not limited to claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. Pollution Liability policy must include contractual liability coverage aligned with indemnification obligation of Subcontract Agreement.

1. Both Subcontractor and listed sub-subcontractors shall have proof of pollution liability coverage in the amount of \$1,000,000 Each Occurrence/\$1,000,000 Aggregate
2. There shall be no sublimit or exclusion for mold coverage
3. Additional insureds required and must be same as named in section 7.8 below
4. Contractual - including indemnification obligations in Section 24 of the Subcontract, Part II
5. Occurrence form. Where coverage is unavailable on an occurrence form, and must be provided by a claims made form, the coverage shall be maintained annually, following completion, for the statute of limitation and/or repose
6. Policy must be separate from the general liability policy to ensure no mold or indoor air quality exclusions
7. Coverage shall be maintained for the statute of limitation and/or repose, whichever is longer
8. Deductible shall not exceed \$50,000, and is to be paid by the Subcontractor

INSURANCE CONTINUED

◆ Professional Liability:

This Section is applicable to Subcontractor and any sub-subcontractor of any tier that is providing any professional services, including but not limited to: design, architecture, engineering, testing, surveying, or design/build services, temporary engineering, engineered excavations and shoring systems, post-tension supply, structured steel, specialized millwork that is performance specified, roofing or waterproofing systems, curtainwall, mechanical, fire protection systems, electrical, fire alarm systems.

1. Both Subcontractor and listed sub-subcontractors shall have proof of professional liability coverage in the amount of \$1,000,000 Each Claim/\$1,000,000 Aggregate for claims arising from the negligent performance of professional services under this Subcontract including contractual liability
2. Coverage shall be maintained for the statute of limitation and/or repose, whichever is longer
3. Deductible shall not exceed \$50,000. Payment of losses not covered by the deductible shall be paid by the Subcontractor
4. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reduction of available limits will be repurchased to the contractually required amounts.
5. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope.

◆ Additional Insured

1. The following insurance policies shall name 1) Pinkard 2) Owner 3) Any other person or organization as required by the contract documents or this Agreement as Additional Insured:
 - Commercial General Liability
 - Commercial Auto Liability
 - Commercial Umbrella Liability
 - Pollution Liability
2. Coverage shall be primary and non-contributory to any insurance maintained by Additional Insured and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Subcontractor.
3. The General Liability Additional Insured endorsement(s) shall provide:
 - 1) that any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be included as an Additional Insured (CG 20 38 04 13 or its equivalent).
 - 2) the additional insured endorsement shall not limit the exception to the exclusion for "damage to your work"- coverage shall include coverage for damage to the work itself for completed operations performed by Sub-subcontractor.
4. The General Liability Additional Insured Endorsement must provide status in favor of required parties including both ONGOING Operations AND COMPLETED Operations, to the fullest extent permitted by law. Vicarious forms of additional insured endorsements will not be accepted. Evidence, by endorsement or policy language, of additional insured and primary and non-contributory coverage must be provided with the certificate of insurance for General Liability

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INSURANCE CONTINUED

- ❖ **Waiver of subrogation** is required on all insurance policies. Waiver of subrogation shall be provided in favor of all additional insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Subcontractor's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractors. If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.
- ❖ **Certificates of insurance** acceptable to Pinkard shall be filed with Pinkard prior to commencement of the Subcontractor's Work. To the extent commercially available to the Subcontractor from its current insurance carriers, insurance policies required under this Section 7 shall contain a provision that the insurance carrier or Subcontractor's designated agent must give the Contractor written notice transmitted in paper or electronic format at least 30 days before coverage is cancelled or materially altered or in the case of non-payment of premium, provide written notice at least 10 days after cancellation of coverage.

Subcontractor shall not be entitled to any payments under this Subcontract if its certificate of insurance and any required endorsements, meeting minimum limits of liability and coverages as stated above, have not been provided to Pinkard as required, or if any insurance has lapsed, or is no longer in force. Pinkard may terminate this Subcontract for Subcontractor's failure to maintain the required insurance in full force or, at Pinkard's option and at the Subcontractor's expense, Pinkard may purchase any insurance required by this Subcontract that the Subcontractor has failed to provide or maintain.

Subcontractor shall continue to provide evidence of such coverage to Pinkard on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of the Subcontract.

- ❖ Approval, disapproval or failure to act by Pinkard regarding any insurance supplied by the Subcontractor or required by the Subcontract shall not relieve the Subcontractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Subcontractor from liability.
- ❖ Pinkard shall make no additional payments to the Subcontractor for any insurance that the Subcontractor may be required to carry by this Subcontract. Subcontractor agrees that all costs of insurance are included in the Subcontractor's price or unit price.



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	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
		INSURER E :	
		INSURER F :	

Insured Name and Address

COVERAGES CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AND EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY VARY.

REVISION NUMBER:

THIS CERTIFICATE IS ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD AND IS SUBJECT TO THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY VARY.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NU	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
		X	X				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
		X	X				
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
	POLLUTION LIABILITY (If applicable)	X	X				E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY (If applicable)	N/A	X				\$1,000,000 per claim/aggregate
							\$1,000,000 per claim/aggregate

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

WHO IS AN INSURED is amended to include as an additional insured Pinkard Construction Co, Owner, Project Manager (if applicable), Architect (if applicable), and the subsidiaries, consultants, directors, officers, employees, and agents of each, and others if required by written contract including ongoing and completed operations (ISO Forms CG 2010 07/04 and CG 2037 07/04 or their equivalent as permitted by law) (MUST ATTACH ENDORSEMENTS), on the General Liability, Auto Liability, Pollution and Umbrella Liability if required by written contract or agreement and with respect to work performed by the insured subject to the policy terms and conditions. This Insurance shall be primary and non-contributory on the General Liability subject to the policy terms and conditions. A waiver of subrogation shall be provided in favor of the Additional Insureds on all insurance policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Pinkard Construction Co 9195 W. 6th Avenue Lakewood, CO 80215	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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