

Subcontractors Insurance Requirements

Brinkmann Constructors requires a Certificate of Insurance from Subcontractors, Vendors, and other parties that provide services to or on behalf of Brinkmann Constructors. All such parties shall furnish to Brinkmann Constructors PRIOR the commencement of work an Acord 25 Certificate of Insurance (COI), stating that there is insurance in effect with the minimum limits described herein. A certificate of Insurance must be furnished to Brinkmann Constructors before any funds are paid to the Subcontractor under the Subcontractor/Vendor Agreement.

Note: At the discretion of Brinkmann Constructors, higher limits or other requirements may be requested based on the Subcontractor's scope of work. All completed Certificates of Insurance should be sent by email to: insurance@brinkmannconstructors.com.

Minimum Requirements

Approved Insurer

All insurance required hereunder shall be with insurance companies with A.M. Best Ratings & CO. Rating of A VII or better and on forms acceptable to Brinkmann Constructors.

Workers Compensation and Employer's Liability Insurance:

Workers' Compensation **Statutory**

Employer's Liability:

Bodily Injury by Accident / Each Accident **\$1,000,000**

Bodily Injury by Disease / Policy Limit **\$1,000,000**

Bodily Injury by Disease / Each Employee **\$1,000,000**

1. By endorsement, the policy must reflect a **Waiver of Subrogation** in favor of "**Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract**".

Commercial General Liability:

Each Occurrence **\$1,000,000**

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

Product / Completed Operations Aggregate **\$2,000,000**

General Aggregate Per Project **\$2,000,000**

1. The Certificate of Insurance (COI) should provide in the Description of Operations section specific information as the **Project Name and Project Number (Brinkmann Job #)** for which the Certificate is being issued. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract.
2. In connection with Software use and data transfer, Cyber Liability coverage must be within the General Liability policy or by a separate policy, third-party cyber-liability and first-party cyber-crime coverage that cover direct loss, legal liability, and consequential loss resulting from cyber security breaches with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the Cyber Liability coverage is part of the General Liability Policy as a Package policy, the Cyber Liability Coverage Form must be attached to the Certificate of Insurance.
3. In connection with a fly for work such as Construction Planning, Progress Monitoring, and Site Survey. Unmanned Aerial Vehicle/System (UAV/UAS) Insurance / Drones Insurance coverage must be within the General Liability policy or by a separate policy with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If the Unmanned Aerial Vehicle/System

- (UAV/UAS) Insurance / Drones coverage is part of the General Liability Policy as a Package policy, the Unmanned Aerial Vehicle/System (UAV/UAS) / Drones Coverage Form must be attached to the Certificate of Insurance. *** All flights for Brinkmann Constructors are considered Fly for work. Please discuss with the Project Manager assigned to the project and Risk Management for additional requirements to operate an Unmanned Aerial Vehicle/System (UAV/UAS) on a job site.
4. The CGL insurance shall not contain any **explosion, collapse, and underground exclusion**. No damage to Work performed by Subcontractor exclusion **ISO Form CG 22 94** or Similar. If Subcontractor is performing Residential work for the Contractor, Subcontractor's Insurance Policy shall not include any **"Residential Exclusion"** that would void or restrict coverage to the nature of the work.
 5. The Certificate of Insurance must provide coverage for completed and ongoing operations. Coverage limited to ongoing operations is not acceptable. Completed Operations coverage shall be maintained a minimum of **ten (10) years** after the substantial completion of the Project, or if the Project is performed in a state with a longer period for the running of the statute of repose, then coverage shall be maintained for the period the statute of repose indicates.
 6. By endorsement, the policy must stipulate that for any claims related to any project. Insurance coverage shall be **Primary and Non-Contributory** with respects **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"** Any insurance or self-insurance maintained by **Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party** shall be excess of the Subcontractor's insurance and shall not contribute.
 7. By endorsement, the policy must reflect **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"** as an additional insured as their interest may appear with regard to a liability arising from operations of the name insured (Subcontractor/Vendor).
 8. By endorsement, the policy must reflect a **Waiver of Subrogation** in favor of **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"**.
 9. If a specific General Liability form of endorsement is not required by the Contract, the General Liability endorsements shall be made by **ISO Forms CG 2010 12-19 and CG 2037 12-19** or coverage at least as broad. This additional insured endorsement shall apply to both on-going operations and completed operations coverage for the period that the Subcontractor is required to maintain such coverage for each Subcontract Agreement. The insurance required by this Exhibit shall be **Primary and Non-Contributory** with respect to any other insurance available to the additional insureds.

Business Automobile Liability:

Each Occurrence "Each Accident" for owned, hired, non-owned, leased, borrowed
\$1,000,000 Combined Single Limit

1. Any losses that may impact more than 25% of the aggregate limit must be disclosed to Brinkmann Constructors Risk Management before executing the agreement.
2. The Certificate will provide evidence of coverage arising out of automobiles owned, hired, non-owned, leased, borrowed by or on behalf of the party; and with respect to liability arising out of work or operations performed by or on behalf of the party, including materials, parts or equipment furnished in connection with such work or operations.

Professional Design Liability / Professional Liability / Errors and Omissions:

Each Occurrence **\$1,000,000**
General Aggregate Per Project **\$2,000,000**

The limits apply on a **project-specific basis** to remain in effect for **three (3) years** from the date of substantial completion of the work or such period as required by the Prime/Owner Contract, whichever is longer. If any such insurance is written on a claims-made form, the parties shall agree that prior to the effective date of termination of their respective current insurance coverage; they shall purchase, at their

own expense, a replacement policy annually thereafter having a retroactive date not later than the effective date of the Subcontract Agreement. Or **tail coverage**, with said coverage to be in force for a period of not fewer than (3) three years or longer if the Prime/Owner Contract requires, following termination of the Subcontract Agreement for all claims arising out of incidents occurring prior to termination of the Subcontract Agreement, for all claims arising out of incidents occurring prior to termination of the respective party's current coverage, or prior to termination of the Subcontract Agreement.

1. Professional Design Liability / Professional Liability / Errors and Omissions is required if the subcontractor is performing professional design services or is performing layout or surveying services as part of its Subcontract Work.
2. If the contract involves the delivery of architectural, engineering, or other professional services, rendered by licensed professionals, evidence of Professional Design Liability / Professional Liability / Errors and Omissions insurance must be provided.
3. By endorsement, the policy must reflect a **Waiver of Subrogation** in favor of **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"**.
4. Professional Design Liability / Professional Liability / Errors and Omissions coverage, if required under the terms of a contract, must provide coverage within the General Liability policy or by a separate policy. If the Professional Design Liability / Professional Liability / Errors and Omissions coverage is part of the General Liability Policy as a Package policy, the Professional Design Liability / Professional Liability / Errors and Omissions coverage Form (Endorsement) must be attached to the Certificate of Insurance.

Subcontractors required to provide Professional Design Liability / Professional Liability / E&O are:

- Design/Build (Self-Performed Design)
- Design/Build (Non-Self-Performed Design) = Design/Build contractors who hire design professional firms or who have architects, engineers and design professionals on staff or subcontract out design services to other professional firms.
- Construction Management Services
- Specialized Skills: Electrical, HVAC, Mechanical, Fire Protection, Plumbing, and Drywall contractors
- Stamp Drawing seal by a Professional Engineer
- Consultants: Consulting Services performed by you or on your behalf
- Testing - i.e. Soil
- Architects
- Designers
- Engineers
- Surveying
- Layout

Pollution Liability:

Each Occurrence **\$1,000,000**

General Aggregate Per Project **\$2,000,000**

The limits apply on a **project-specific basis** to remain in effect for **three (3) years** from the date of substantial completion of the work or such period as required by the Prime/Owner Contract, whichever is longer. If any such insurance is written on a claims-made form, the parties shall agree that prior to the effective date of termination of their respective current insurance coverage; they shall purchase, at their own expense, a replacement policy annually thereafter having a retroactive date not later than the effective date of the Subcontract Agreement. Or **tail coverage**, with said coverage to be in force for a period of not fewer than (3) three years or longer if the Prime/Owner Contract requires, following termination of the Subcontract Agreement for all claims arising out of incidents occurring prior to termination of the

Subcontract Agreement, for all claims arising out of incidents occurring prior to termination of the respective party's current coverage, or prior to termination of the Subcontract Agreement.

Subcontractors required to provide Pollution Liability are:

- In Transit or from Waste Disposal / Treatment Site
 - Exposure to Asbestos, Lead, Silica, Synthetic Stucco (EFIS/DEFS), Mold, Irritant, Contaminant, Legionella Bacteria, Respiratory Dust
 - Grading, Site, Excavation - i.e. Street and Road
 - Plumbing, Sewer, Waste, and Utility
 - Above / below ground storage tanks
 - Abatement / Remediation
 - Pollutants in transport
 - Industrial and Pipeline
 - HVAC construction, installation, maintenance (Example of exposure: Release airborne bacteria or mold)
 - Demolition
 - Cleanup
 - Painting
 - Fuel or chemical spills brought to project sites
1. The Subcontractor will provide Pollution Liability Insurance if the Subcontractor performs any excavation and/or demolition work, any activity with potential exposure to Asbestos, Lead, Mold, contaminants, hazardous waste/substances, and/or if Brinkmann Constructors requires the coverage based on the Subcontractor's scope of work.
 2. By endorsement, the policy must reflect a **Waiver of Subrogation** in favor of "**Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract**".
 3. If Pollution Liability coverage is part of a Package policy, the Pollution coverage Form (Endorsement) must be attached to the Certificate of Insurance.

Umbrella and/or Excess Liability Insurance:

Each Occurrence **\$2,000,000**
General Aggregate **\$2,000,000**

High Hazard exposure required a Minimum of \$5,000,000 Each Occurrence / \$5,000,000 General Aggregate

- Asbestos Abatement
- Blasting
- Boiler Installation or Repair
- Bridge Construction or Repair (Long Span > 250 feet). Do not apply to Brinkmann Operations.
- Caisson or Cofferdam Work
- Communication Installation & Repair
- Concrete Tilt-Up
- Crane Assembly, Rental Without Operator or Transport
- Dams, Levees, and Similar Large Water Barriers > 50 feet - Construction or Repair
- Demolition – Structural
- Drilling - Offshore, Oil or Gas
- EIFS Installation
- Fireproofing
- Fire Suppression System Installation
- Gas Main - Construction or Repair
- Hot Tapping

- Industrial Facility Construction, Repair or Service Work:
 - Cement plants, chemical plants, clean rooms, co-generation plants, incinerators, nuclear plants, petrochemical, power generation, refineries
 - Industrial Piping
 - Iron or Steel
 - Landfill Operations, Including Excavation and Site Prep
 - Lead Abatement
 - Mining (Underground)
 - Painting - Exterior Including Bridges
 - Pile Driving
 - Pipeline Construction or Repair - Gas or Oil
 - Railroad Construction or Maintenance
 - Remediation
 - Residential Construction or Repair
 - Restoration
 - Roofing
 - Scaffolding Erection, Installation or Rental
 - Solar and Geothermal Construction
 - Subway or Tunnel Construction
 - Tank Construction, Installation, Removal or Repair - Below Ground, Chemical or Oil
 - Tower Erection Including Wind Turbines
 - Traffic Control Provided to 3rd Parties
 - Waterproofing
 - Water Tank Construction or Repair
 - Well Drilling & Fracking
 - Window and Door Installation and Repair – Exterior
 - Wrecking & Dismantling
1. Umbrella or excess liability insurance will serve as additional coverage to the Employers Liability, General Liability, and Commercial Auto insurance. It may not be used to achieve the General Liability minimum liability limits. The Umbrella or excess liability insurance must be endorsed to Brinkmann Constructors as being "As Broad as Primary Policy".
 2. Subcontractor acknowledges that it will provide Umbrella and/or Excess Liability Insurance will be subject to Vertical Exhaustion before any other Primary, Umbrella, or Excess Policies or any other insurance obtained by Brinkmann Constructors will contribute.
 3. This policy shall name **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"** as **additional insureds** and include a **waiver of subrogation** on behalf of all additional insureds. This policy shall be **primary and noncontributory** with respect to any other insurance maintained by the additional insureds (Contractor).

Contractors' Equipment / Personal Property Insurance:

1. Subcontractor shall carry sufficient comprehensive insurance on its equipment and personal property including tools, trailers, etc.
2. The Subcontractor shall also insure all materials stored on and off the Project site and enroute to and from the Project site that will be incorporated into the Project or used in the completion of the Subcontractor's Work unless the Subcontractor has verified in advance that these materials are insured under the Builder's Risk policy for the Project.

Claims Activity

Subcontractors shall prior to execution of any Agreement, if requested or not by Brinkmann Constructors, should disclose loss information concerning all liability claims brought against Subcontractor (or any other insured under Subcontractor required policies) that may affect the amount of liability insurance available for the benefit and protection of the Brinkmann Constructors under any contract/agreement with Brinkmann

Constructors. Such loss information shall include such specifics and be in such form as Brinkmann Constructors may require.

Policy Cancellation

Each insurance coverage required under this Subcontract shall contain clauses to the effect that the same may not be cancelled, not renewed or the limits of coverage reduced, with no less than thirty (30) calendar day's prior written notice to Brinkmann Constructors. Consistent with any such cancellation or limitations in coverage, the Consultant/Contractor will cease all activities under the Agreement until any such matter is remedied. Each COI shall specify that should any of the above-described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions. A 30-day notice of cancellation must be mailed to the certificate holder (Brinkmann Constructors) to all policies hereon.

Evidence of Insurance

Proof of the required insurance is evidenced by a Certificate of Insurance/Acord 25 form provided by your insurance agent or broker. This form must be in the possession of Brinkmann Constructors before the work starts. The Certificate of Insurance shall be filed with the contract so that it can be found in the event of a loss. Specifically, the following information should be included in the Description of Operations / Locations / Vehicles section within the certificate of insurance:

Brinkmann Constructors Project Name, Project Address, and Project Number (Brinkmann Job #)

"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract" are included as additional insureds to the General Liability, the Automobile Liability, and the Umbrella Liability policies and apply to both on-going and completed operations. All policies herein are primary and non-contributory. General Liability, Automobile Liability, Umbrella Liability, Workers' Compensation, Professional Liability, and Pollution Liability coverage include Waivers of Subrogation. Umbrella coverage follows form to underlying General Liability, Auto Liability, and Employers Liability.

1. The failure of the Subcontractor to furnish a certificate of insurance shall not alter or eliminate the Subcontractor's obligation to obtain and maintain the insurance required and to meet all other obligations established by this Exhibit. Brinkmann Constructors' receipt of a certificate of insurance that does not meet the requirements of the Subcontractor is not a waiver, modification, amendment, or alteration of the Subcontract Agreement and, shall not in any manner relieve the Subcontractor of fully complying with these requirements.
2. Any policy of insurance issued under this Exhibit shall include an endorsement providing that the insurers waive their rights of subrogation against **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"**
3. Subcontractor hereby waives and shall require its sub-subcontractors to waive, any and all rights of recovery which they or any of them or any of their insurers may now or subsequently have against **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"** in connection with any losses covered by insurance provided hereunder.
4. For any claims related to any project, your insurance coverage shall be primary insurance as respect **"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"** shall be excess of the Contractor's Insurance and shall not contribute. All required liability policies shall provide cross-liability coverage.
5. Endorsements issued by the insurer must be provided for Additional Insured, Primary / Non-Contributory, and Waiver of Subrogation. Reference should made to the same on the COI, but the actual separate endorsement must be provided.
3. The COI should stipulate that coverage is limited to a specific project or "all projects."
4. Date and Signature of the insurer's agent or representative.
5. Brinkmann Constructors should be listed as the **Certificate Holder**.

Risk Management
Brinkmann Constructors
16650 Chesterfield Grove Rd., Suite 100
Chesterfield, MO 63005-1424

Disclaimers:

- Subcontractor's Insurance policies should provide coverage in the state where the project will perform by the subcontractor or any of its sub-subcontractors.
- The liability of the Subcontractor shall not be limited by the type, amount, or limits of any subcontractor insurance.
- Brinkmann Constructors' subcontractors shall require its sub-subcontractors to procure and maintain types and minimum amounts of insurance during the process of their portion of the work. And, in the case of completed operations coverage, for ten **(10) years** after the date of Final Completion, if the Project is performed in a state with a longer period for the running of the statute of repose, then coverage shall be maintained for the period the statute of repose indicates.
- Exposures related to High Hazard activities will require higher limits in General Liability and/or a combination of General Liability, Umbrella, and Excess Insurance to satisfy requirements.
- Exposures related to aircraft, watercraft, professional liability, cyber liability, and hazardous activities will require additional insurance and/or higher limits.

For Questions about Certificates of Insurance & Insurance Requirements:

Please contact: Marianella Samplini – Sr. Risk Manager

E-mail to: msamplini@brinkmannconstructors.com

**Certificate of Exemption Certifying No Employees
(Subcontractors)**

I am aware of the provisions of the Labor Code Section, which requires every employer having one or more employees to be insured against liability for Workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

I affirm that at the time of execution of the Subcontract Agreement and in performing the work identified in the Agreement, I do not and will not employ any person in any manner so that I become subject to the Workers' Compensation Laws. I also understand that while performing the work identified herein, if I employ someone so that I become subject to the Workers' Compensation Laws, the claim of an exemption executed under this paragraph will no longer be valid.

I furthermore affirm that if I become subject to the Workers' Compensation Laws while performing the work under the Subcontract Agreement, I will immediately cease work and obtain a Certificate of Workers' Compensation Insurance, submit that Certificate to Brinkmann Constructors immediately following its effective date, and at all times when performing service under this Agreement maintain the coverage provided by the Certificate in accordance with the law.

I certify under penalty of perjury that the information provided in this exemption statement is true and accurate.

Company Name: _____

Name of Authorized Signer: _____

Signature of Authorized Signer: _____

Date Signed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
<<Issue Date>>

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 <<Producer Company Name>> <<Producer Address>>		CONTACT NAME: <<Producer Contact Name>> PHONE (A/C, No, Ext): <<Producer Phone Number>> FAX (A/C, No): <<Producer Fax >> E-MAIL ADDRESS: <<Producer E-Mail Address>>		
INSURED <<Primary Named Insured>> <<Name Insured Address>>		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: <<GL Insurance Carrier>>		5 Digits #
		INSURER B: <<Auto Insurance Carrier>>		5 Digits #
		INSURER C: <<Umbrella Insurance Carrier>>		5 Digits #
		INSURER D: <<WC Insurance Carrier>>		5 Digits #
		INSURER E: <<Professional/Pollution Insurance Carrier>>		5 Digits #
INSURER F: <<Contractor's Equipment Insurance Carrier>>		5 Digits #		

SAMPLE

COVERAGES

CERTIFICATE NUMBER: <<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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL <<Policy Number>>	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000							
	MED EXP (Any one person) \$ 15,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA <<Policy Number>>	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	UMB <<Policy Number>>	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000	
	AGGREGATE \$ 2,000,000							
	\$							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	WC <<Policy Number>>	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
E	Professional / Pollution Liability		Y	PPL <<Policy Number>>	10/01/2022	10/01/2023	Professional/Pollution Limits \$1,000,000/2,000,000 (Ea. Occurrence)	
F	Contractor's Equipment			QT <<Policy Number>>			Contractor's Equipment Limits Scheduled	

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

Brinkmann Constructors <<Project Name & Address>> and <<Project Number (Brinkmann Job #)>>
"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract" are included as additional insured to the General Liability, the Automobile Liability, and the Umbrella Liability policies and apply to both on-going and completed operations. All policies herein are primary and non-contributory. General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional Liability, and Pollution Liability coverage include Waivers of Subrogation. Umbrella coverage follows form to underlying General Liability, Auto Liability, and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

Risk Management Brinkmann Constructors 16650 Chesterfield Grove Rd., Suite 100 Chesterfield, MO 63005-1424	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 <<Signature of the Agent or who create the Certificate>>

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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

"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"

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
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"	<<Project Name, Project Number (Brinkmann Job #), Project Address>>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Sample

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"	<<Project Name, Project Number (Brinkmann Job #), Project Address>>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
LIQUOR 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.

"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: "Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written Contract"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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:

"Brinkmann Constructors, the Owner, their respective officers, directors, agents, employees, representatives, assigns, and or any other party as required by Written 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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."