



## **SUBCONTRACTOR INSURANCE REQUIREMENTS**

1. For the protection of Newkirk, the General Contractor and the Owner, the Subcontractor will, at its own expense, secure, maintain and enforce the following types of insurance:
  - Worker's Compensation Insurance with at least applicable statutory limits;
  - Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage limit of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.
  - Contractual Liability Insurance specifically endorsed to cover liability assumed by the insured under all contracts with Newkirk;
  - Comprehensive Automobile Liability Insurance with a minimum combined bodily injury and property damage limit of One Million Dollars (\$1,000,000) per occurrence, providing coverage for owned, non-owned and hired vehicles.
  - If performing engineering/design work, Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) covering claims, damages and liability arising out of, or resulting from, Subcontractor's or its subcontractors' negligent acts, errors, or omissions; which Subcontractor shall maintain for a period of the (3) years following substantial completion of the Project; and Umbrella Liability Insurance with a minimum limit of Five Million Dollars (\$5,000,000).
2. Subcontractor shall bear the risk of loss with respect to the restoration or repair of any of the Work caused or resulting from casualties or risks not insured under any standard casualty or builder's risk policy provided by Newkirk, General Contractor or Owner under the Contract Documents. Subcontractor waives any rights of subrogation against Newkirk, General Contractor or Owner for any loss covered by insurance of any type.
3. Such policies of insurance will be in a form and with companies satisfactory to Newkirk and the Owner, and will be obtained and become effective prior to the time herein specified for the commencement of the Work. Newkirk Electric Associates, Inc. and its Subsidiaries, the General Contractor, and Owner will be included as additional insureds, and the policies will be endorsed with a cross-liability clause acceptable to Newkirk and the Owner. Each policy will provide by endorsement, that the insurance will not be cancelled or changed in any manner to restrict or reduce the coverage provided or the named insureds or additional insureds without first giving thirty (30) days written notice, by certified mail, to Newkirk at its principal office. Certificates of insurance, or certified copies of the policies, will be filed with and approved by Newkirk prior to commencement of the Work. If any insurance is about to terminate, lapse, or be cancelled, the Subcontractor will, at least five (5) days before the coverage ceases, obtain a new policy with like coverage, and in default thereof, Newkirk may obtain insurance of like coverage and charge the cost of all premiums and expenses for the insurance against any monies due the Subcontractor under this or any other Agreement.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2012
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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).

<b>PRODUCER</b> Insurance Agency Name Address City, State, Zip	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____														
<b>INSURED</b> Subcontractor Name Address City, State, Zip	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company A</td> <td></td> </tr> <tr> <td>INSURER B: Insurance Company B</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company A		INSURER B: Insurance Company B		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER:** Specimen **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab.		X				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS		X				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE		X				\$
	RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	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
	DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability						\$ 1,000,000 Each Occurrence

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Newkirk Electric Associates, Inc. and its Subsidiaries, the General Contractor, and Owner are named as additional insured. Policies include a Cross Liability Clause. Waiver of Subrogation in favor of certificate holder included. A 30-day written notice will be provided to certificate holder in the event of cancellation or material change in the policy that restricts or reduces coverage.

<b>CERTIFICATE HOLDER</b>  Newkirk Electric Associates, Inc. 1875 Roberts Street Muskegon, MI 49442	<b>CANCELLATION</b>  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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