



## EXHIBIT A -- INSURANCE REQUIREMENTS

This Exhibit A is intended to supplement the requirements of Section 13 of the Subcontract. Please review both documents to ensure full compliance with all insurance requirements.

NO PAYMENTS WILL BE MADE TO SUBCONTRACTOR UNTIL TRI-NORTH RECEIVES, AT ITS CORPORATE HEADQUARTERS, THE FOLLOWING INSURANCE DOCUMENTS:

**1. Certificate of Insurance (including applicable endorsements) evidencing coverages required herein.**

-Must state project name and location:

-Certificate holder must read:  
Tri-North Builders, Inc.  
PO Box 259568  
Madison, WI 53725

### COVERAGE REQUIREMENTS

Subcontractor shall purchase from and maintain in an insurance company or companies rated A or better by A.M. Best and lawfully authorized to do business in the jurisdiction in which the Project is located, the following insurance coverages:

**1. Workers Compensation and Employers Liability** (if exempt, please submit explanation and reference this project)

a. Workers' Compensation - Statutory Limits

b. Employer's Liability:           \$1,000,000 Each Accident  
  \$1,000,000 Each Employee  
  \$1,000,000 Policy Limit

**2. General Liability:**               \$1,000,000 Each Occurrence  
  \$ 100,000 Fire Damage (any one fire)  
  \$ 5,000 Medical Expense  
  \$1,000,000 Personal/Advertising Injury  
  \$2,000,000 General Aggregate  
  \$2,000,000 Products/Completed Operations Aggregate

-General Aggregate PER PROJECT endorsement is required  
-Products/Completed Operations Coverage must be maintained for a period of three (3) years after completion of the project.  
-You must disclose the amount of your self-insured retention or deductible amounts

**3. Automobile Liability:**               \$1,000,000 Each Occurrence

**4. Umbrella**                                \$2,000,000 Each Occurrence  
  \$2,000,000 Aggregate



**ADDITIONAL REQUIREMENTS (Also Reference Section 13 of the Subcontract)**

**A. Additional Insured:** Contractor (Tri-North Builders, Inc.), and any other party required under the Prime Contract must be named as additional insureds, on a primary and non-contributory basis, on all liability policies and endorsements thereto for both ongoing and completed operations.

**B. Waiver of Subrogation:** Subcontractor shall ensure that general liability, automobile liability, excess (umbrella) liability policies and workers' compensation policies be endorsed waiving the rights of subrogation against Contractor and Owner.

**C. Professional Liability:** If Subcontractor is providing professional services, including, but not limited to, design services, Subcontractor shall provide professional liability coverage in accordance with the requirements of Section 13(e) of the Subcontract.

**D. Notice of Cancellation:** Certificate(s) and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner as evidenced by a signed return receipt of United States mail. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted upon each renewal or replacement of such coverage until the expiration of the time required herein. Failure to do so will result in withholding of payment.

**E. Meeting Limits:** Limits may be met by a combination of primary and excess liability limits.

**F. No Liability:** Contractor assumes no responsibility for Subcontractor's liabilities in the event that the limits set above are not adequate or coverage is not properly obtained by Subcontractor.

**YOUR INSURANCE CERTIFICATE SHOULD MATCH THE SAMPLE INCLUDED IN THIS PACKET. PAYMENT WILL NOT BE MADE UNTIL THESE INSURANCE DOCUMENTS ARE PROVIDED TO TRI-NORTH AND ANY GAPS IN COVERAGE ARE RESOLVED TO TRI-NORTH'S SATISFACTION.**

**SUBCONTRACTOR'S ACKNOWLEDGEMENT:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



**ISO Effective Dates:**

General Liability Wisconsin Effective 04/01/2013 - 01/01/2999

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**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 Persons(s) Or Organization(s)	Location(s) Of Covered Operations
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 damages" 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 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 such additional insured.

for

- 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 than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the 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 part of the same project.

(other  
location of

C. With respect to the insurance afforded these additional insured, 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurances shown in the Declarations.

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SAMPLE

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General Liability Wisconsin Effective 04/01/2013 - 01/01/2999

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

### Primary And Noncontributory Insurance

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

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

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SAMPLE

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**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

**CG 25 03 05 09**

**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 Project(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.

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**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

**CG 25 03 05 09**

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## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Name of Person Or Organization:**

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.

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**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**  
CG 20 37 04 13

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## 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

Name of Additional Insured Persons(s) Or Organization(s)	Location(s) Of Covered Operations
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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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