

#### **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, number 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:	



#### SAMPLE CERTIFICATE OF INSURANCE AND ENDORSEMENTS



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/01/2023

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).

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PRODUCER	CONTACT NAME: Agent Name			
Insurance Agency Address	PHONE (A/C, No, Ext): 000-000-0000 FAX (A/C, No): 000-00	00-0000		
Anytown, WI 00000	E-MAIL ADDRESS: agent.email@agency.com			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: AZ Insurance Company	1111		
INSURED A D.C. Company and in a	INSURER B : EF Insurance Company	2222		
ABC Construction 123 Main Street	INSURER C: XY Insurance Company	3333		
Anytown, WI 00000	INSURER D:			
	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 12345678 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
NSR LTR		TYPE OF INSURANCE	ADDL SUBR INSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	CLAIMS-MADE X OCCUR		GL2222222	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
В	AUT	OMOBILE LIABILITY		AL2222222	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO					BODILY INJURY (Per person)	\$
		AL SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	\$
	Х	BIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
С	Х	UMBRELLA LIAB X OCCUR		UL2222222	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 2,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$2,000,000
		DED X RETENTION \$ 10,000						\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY		WC2222222	1/1/2023	1/1/2024	X PER OTH- STATUTE ER	
	ANY	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	11/2				E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Prof	essional Liability		PL2222222	1/1/2023	1/1/2024	Each Claim Aggregate	1,000,000 1,000,000

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

RE: (Project Name, Number and Location). Tri-North Builders, Inc., Owner and any other party required under the Prime Contract are named as additional insureds under General Liability for both ongoing and completed operations, and on Automobile and Umbrella polices on a Primary and Noncontributory basis. Subrogation is waived under General Liablity, Excess (Umbrella), and Workers' Compensation coverage.

CERTIFICATE HOLDER	CANCELLATION		
Tri-North Builders, Inc. PO Box 259568	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Madison, WI 53725-9568	AUTHORIZED REPRESENTATIVE		
	Your Authorized Signature		

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ISO Effective Dates:

General Liability Wisconsin Effective 01/01/2023 - 01/01/2024

**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 Additonal Insured Persons(s) Or Organization(s)	Location(s) Of Covered Operations		
Tri-North Builders, Owner and any other third parties required under the prime contract.	Name and location of project		
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 origing 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 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 propject (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 part of the same project.

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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COMMERCIAL GENERAL LIABILITY
CG 20 01 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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**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): Name and location of project

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## 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:

Tri-North Builders, Owner and any other third parties required under the prime contract.

Information required to complete this Schedule, if not shown above; will be shown in the Declaration's.

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

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

Name of Additonal Insured Persons(s)	Location(s) Of Covered Operations
Or Organization(s)	
Tri-North Builders, Owner and any other third	Name and location of project
parties required under the prime contract.	
Information required to complete this Schedule, if not shown above	a, 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.

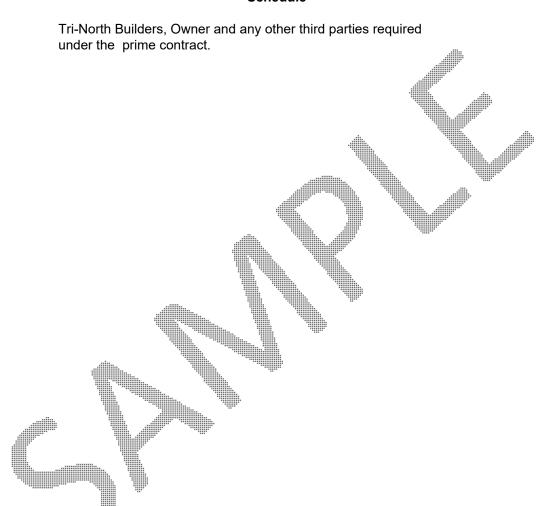
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#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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**



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)