

EXHIBIT "D"

**REQUIRED INSURANCE COVERAGE BY SUBCONTRACTORS**

A201, Article 11.1

The Contractor shall provide and maintain the following insurance coverages:

- A. Worker's Compensation insurance which affords insurance in the state in which work is to be done (other states endorsement), including occupational disease.
- B. Employer's Legal Liability insurance (part B of the Worker's Compensation policy) with the limits of liability in the amount of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease Each Employee.
- C. Commercial General Liability insurance with limits of \$1,000,000 Combined Single Limit Per Occurrence with a \$2,000,000 General and Products/Completed Operations Aggregate for Bodily Injury or Death and Property Damage.
  - 1. Products and Completed Operations coverage for at Least two (2) years beyond the completion date of work.
  - 2. Blanket contractual liability coverage which spells out that coverage exists for contractor's indemnification agreement.
  - 3. Independent Contractor's protective liability
  - 4. Broad Form Property Damage including Completed Operations.
  - 5. Coverage for Explosion, Collapse and Underground must be included.
  - 6. Per Project Aggregate Limits
- D. Commercial Automobile Liability Insurance for Owned, Hired, Non-Owned and Rented Vehicles with minimum limits of \$1,000,000 Combined Single Limits for Bodily Injury or Death and Property Damage.
- E. Umbrella insurance with minimum of \$1,000,000 per occurrence in excess of the required primary coverage. Umbrella should be "Follow Form" over all underlying coverages required in this article.
- F. The certificate of insurance supplied by the Subcontractor shall contain a thirty (30) day notice of cancellation in favor of H and M Construction Co., Inc.
- G. Waiver of any rights of subrogation in favor of H and M Construction Co., Inc., **Insert Owner's Name here** & any others where required by written contract as respects General Liability, Automobile Liability & Umbrella Liability and Worker's Compensation including Employer's Liability.
- H. H and M Construction Co., Inc., **Insert Owner's Name here** & any others where required by written contract shall be named as an Additional Insured as respects General Liability (on forms CG 20 10 07-04 (ongoing operations) and CG 20 37 07 04 (completed operations), or equivalents), AND Automobile and Umbrella Liability on a primary and non-contributory basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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): E-MAIL ADDRESS:	AGENCY INFORMATION	
		FAX (A/C, No):	
AGENCY NAME AND ADDRESS	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	INSURANCE COMPANY NAME	#####
INSURED	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		
SUBCONTRACTOR'S NAME AND ADDRESS			

## COVERAGES

## 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						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						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 checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

**GENERAL LIABILITY ADDITIONAL INSURED FORMS MUST BE ATTACHED**

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

Project: HM-#### & Description

The insurance evidenced by this certificate of insurance shall be primary and non-contributory to any other insurance of the certificate holder and shall name H and M Construction Co., Inc., the Owner & any others as required by written contract or agreement as an Additional Insured on the General Liability (Form CG 20 37 07 04 (completed operations) and (Form CG 20 10 07 04 (ongoing operations) or equivalent, which must be attached), Automobile Liability and Umbrella/Excess Liability. General, Automobile & Umbrella/Excess Liability and Worker's Compensation and Employer's Liability shall contain a Waiver of Subrogation in favor of H and M Construction Co., Inc., the Owner & any others as required by written contract or agreement. A 30 Day Notice of Cancellation applies in favor of Certificate Holder for all policies.

## CERTIFICATE HOLDER

## CANCELLATION

H and M Construction Co., Inc.  
P. O. Box 200  
Jackson, TN 38302-0200

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*

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**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
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.

**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.

**OR EQUIVALENT FORM INCLUDING PRIMARY & NON-CONTRIBUTORY**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>

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

**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".

**OR EQUIVALENT FORM INCLUDING PRIMARY & NON-CONTRIBUTORY**