

ATTACHMENT " B "

TO: (Subcontractor Name)

RE: Insurance Certificates

REFERENCE: (Job# - SOW/Job Name)

NOTE: Your insurance agent must REFERENCE "PROJECT" on the Accord certificate of insurance that will be provided prior to any payments being made under the Subcontract Agreement. Also, waivers of subrogation, primary coverage and any alternate employer endorsements, etc. must be evidenced not only on the Accord certificate, but with actual endorsements to Subcontractor's policy(ies).

NOTE: It is strongly recommended that this sheet (or a copy of it) be forwarded directly to your insurance agency in order that the proper certificate of insurance is issued and to avoid unnecessary paperwork and/or telephone calls, and/or delays in processing applications for payment under the Subcontract Agreement.

NOTE: If you "sub out" the installation portion of a "furnish and install" subcontract, YOU ARE RESPONSIBLE for providing Timberline Communications Inc. with a certificate of insurance from your installer, and for keeping it up to date.

NOTE: Subcontractors who are required to furnish warranties are required to furnish up-to-date insurance certificates through the entire warranty period.

NOTE: All insurance carriers must have at a minimum of A.M. Best Rating of A-or better. If performance and payment bonds are required, Subcontractor's surety must have at a minimum an A.M. Best Rating of A or better and at least be a Category X surety company

30-DAY NOTICE OF CANCELLATION:

The following statement must appear on the certificate of insurance:
"It is agreed that in the event of any material change in, cancellation of, or non-renewal of this policy, a 30-day prior written notice will be given to Timberline Communications Inc." and such written notice shall be by registered or certified mail.

CERTIFICATE HOLDER:

Timberline Communications, Inc. must be named on the certificate of insurance and the certificate to be sent to **Timberline Communications Inc., 300 Pine Street, Canton, MA 02122.**

ADDITIONAL INSURED:

Timberline Communications Inc. and (Project Owner). Please see attached sample (Acord Certificate of Insurance)

MINIMUM LIMITS OF INSURANCE: The following limits are required:

COMMERCIAL GENERAL LIABILITY including, but not limited to public liability insurance with personal injury and broad form property liability coverage: XCU/explosion, collapse and underground utilities; products and completed operations, which shall be maintained in full force and effect for a minimum four (4) year period following final completion of the Work; blanket contractual liability, including without limitation insuring the indemnification obligations in the Subcontract Agreement. Further, "No Residential Exclusion" to coverage is permissible and if such exclusion exists, Subcontractor shall provide an endorsement evidencing the removal of the Exclusion. All coverage required under the Commercial General Liability should be provided on an occurrence form with the following minimum limits

Bodily Injury (Per Occurrence)	\$1,000,000
Property Damage (Per Occurrence)	\$1,000,000
OR	
Bodily Injury and Property Damage (Per occurrence/combined single limit)	\$2,000,000

COMMERCIAL AUTOMOBILE LIABILITY including coverage for all owned, non-owned, and hired automobiles. In the event the Subcontractor is responsible for, either directly or through a sub-subcontract arrangement, any hauling, removal, or disposal of waste materials, including, but not limited to, hazardous waste, the Subcontractor shall maintain an MCS-90 endorsement on its automobile insurance policy and such coverage shall be for a \$1,000,000 Combined Single Limit of coverage.

Bodily Injury /Property damage (Combined Single Limit)	\$1,000,000 each occurrence
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Include: Owned, non-owned, hired, leased, and borrowed vehicles.

WORKERS' COMPENSATION AND OCCUPATIONAL DISEASE - Applicable federal and Massachusetts workers' compensation as required under Chapter 152 of the General Laws as amended - statutory limits.

Workers' Compensation/Employer's Liability	
Bodily Injury by Accident (per Accident)	\$500,000
Bodily Injury by Disease (per Employee)	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000

Coverage should include an Endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act, Voluntary Compensation Endorsement, Alternate Employer Endorsement, and Endorsements extending coverage to All States Operations on an "if any" basis.

If possible, Subcontractor shall provide an alternate employer endorsement for its Workers' Compensation coverage

<u>UMBRELLA/ EXCESS LIABILITY</u>	\$3,000,000 each occurrence
	\$3,000,000 aggregate

The Excess Liability Insurance shall follow form of and provide excess coverage over the General, Auto and Employer's Liability coverage.

OTHER INSURANCE Subcontractor shall provide other kinds of insurance as may be required by Timberline or by Timberline's Contract with the Project Owner, each such policy to be in the amount stipulated in the Contract with the Project Owner unless a different amount is hereinafter designated or is otherwise prescribed in writing by Timberline. Such other insurance may include, but will not be limited to, Professional Liability (Errors and Omissions) coverage, Environmental Impairment Insurance, Contractor's Pollution, Scaffolding or Crane Operations Coverage, etc.

ADDITIONAL INSURANCE REQUIREMENTS

- Timberline Communications, Inc. and its respective officers, directors, employees, agents and consultants shall be named "additional insureds" on the General, Auto, Excess, Employer's Liability policies, and if applicable, on any watercraft, aircraft, crane, or scaffolding policies. General Liability additional insured status shall be specifically provided by Additional Insured Endorsement Form CG2010 (1185) or equivalent, and shall apply on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible(s) maintained by, or provided to, the additional insured, and shall be for the duration of the Project Contract Work, including any completed operations period and any warranty periods. All policies shall be endorsed to waive all Rights of Subrogation in favor of Timberline except to the extent of Timberline's obligations under the Subcontract Agreement. Policies shall not be cancelled, materially changed, or non-renewed without thirty (30) days advance notice to Timberline via registered or certified mail.
- All Subcontractor coverage shall be primary and Timberline's insurance, or the insurance of any Owner shall be non-contributory.
- All certificates shall state that no claims are pending or paid on the current policies which claims reduce the policy limits below the limits set forth below and that Timberline shall be notified when such a claim is made or paid in which event Subcontractor shall forthwith procure and pay for such additional coverage as is necessary to meet the required limits.
- Subcontractor agrees to furnish insurance which shall insure all its equipment and tools, and any tools and equipment rented to Timberline for its use on other portions of the contract or elsewhere which also lists Timberline as an additional insurance with a complete waiver of subrogation provided.
- If Subcontractor shall default hereunder, Timberline may elect to take out said prescribed coverage in the name and at the expense of Subcontractor without limitation of any other rights which Timberline may have.