



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 INSURANCE AGENT ADDRESS	CONTACT NAME: NAME	FAX (A/C, No): 000-000-0000	
	PHONE (A/C, No, Ext): 000-000-0000	E-MAIL ADDRESS: EMAIL ADDRESS	
CITY ST ZIP	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: INSURANCE COMPANY A		
INSURED NAME ADDRESS CITY ST ZIP	INSURER B: INSURANCE COMPANY B		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	XXXX	Date	Date	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			XXXX	Date	Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			XXXX	Date	Date	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> RETENTION \$			XXXX	Date	Date	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	OH Stop Gap
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B				XXX	Date	Date		

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

RE: Master Certificate (All Ruscilli Subcontracts)

Ruscilli Construction Co., Inc. and Owner are Additional Insured per ISO forms CG 2010 04/13 and CG 2037 04/13 or equivalent form that includes completed operations coverage under the General Liability per written contract or agreement without exclusions/restrictions for residential work. Coverage is Primary and Non-Contributory to that of the Additional Insureds with respects to General Liability per written contract or agreement. Waiver of Subrogation applies in favor of the Additional Insureds per attached CG 2404A or equivalent with respects to General Liability. 30 Day Cancellation notice (10 day for non-payment of premium).

CERTIFICATE HOLDER**CANCELLATION**

Ruscilli Construction Co., Inc. 5815 Wall Street Dublin, OH 43017	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 AGENT'S SIGNATURE

**ARTICLE 12
INSURANCE AND BONDING**

12.1. Insurance Coverage: Prior to the commencement of Subcontractor's Work, Subcontractor shall procure and maintain in force the minimum insurance coverages and limits of liability set forth herein to protect Subcontractor from claims that may arise out of, or result from, the Subcontractor's work, operations and completed operations under this Subcontract. Additionally, Subcontractor and its subcontractors shall comply with any insurance obligations set forth in the Prime Contract and/or that may be required by the State where the work is being performed. If Subcontractor determines for its own purposes that it requires insurance coverages in excess of the coverage specified herein, nothing in this Subcontract shall prevent Subcontractor, at its own expense, from purchasing insurance coverages in excess of the coverage required by this Subcontract. In addition, Contractor may terminate this Subcontract for default provided Subcontractor fails to procure and maintain the insurance requirements set forth in this subcontract.

12.1.1. Subcontractor shall deliver an acceptable Certificate(s) of Insurance (similar to the COI set forth in **Exhibit C**) to the Contractor prior to commencement of Subcontractor's work, and copies of actual insurance policies upon Contractor's request. At Contractor's option, Subcontractor may submit and Contractor may accept a Master Certificate of Insurance for all projects. Insurance companies providing coverage must be rated "Excellent" in the A.M. Best Company Key Rating Guide – Property – Casualty, current edition. All Certificates of Insurance and Policies shall provide or be endorsed to provide that coverage will not be canceled or non-renewed until at least 30 days prior written notice has been given to Contractor. Subcontractor shall furnish Contractor with updated or replacement certificates of insurance that clearly evidence continuation of all coverages in the same manner, limits and protection, as required.

12.1.2. The types of insurance, and minimum amount of limits, required hereunder are:

12.1.2.1. WORKERS' COMPENSATION

(A) Workers' Compensation	-	Statutory. Insurance must comply with the laws of the State of Ohio and any jurisdiction where the work is performed.
(B) Employers Liability	-	\$1,000,000 (Each Accident)
(C) Employers Liability	-	\$1,000,000 (Disease Policy Limit)
(D) Employers Liability	-	\$1,000,000 (Disease Each Employee)

12.1.2.2. AUTOMOBILE LIABILITY INSURANCE

(A) Comprehensive Automobile Liability Insurance covering all owned, leased, non-owned and hired automobiles used in connection with Subcontractor's work, with combined single limit converge for Bodily Injury and Property Damage of not less than \$2,000,000 per accident.

12.1.2.3. COMMERCIAL GENERAL LIABILITY

(A) ISO Form CG 00 01 (12-07) or current edition or equivalent. No residential exclusions. Occurrence Policy with limits of not less than:

(i) General Aggregate	-	\$3,000,000
(ii) Products Completed Operations Aggregate	-	\$3,000,000
(iii) Personal Advertising Injury	-	\$3,000,000
(iv) Each Occurrence	-	\$3,000,000

(B) Additional Guidelines and Endorsements will include the following or their equivalents:

- (i) ISO Form CG 20 37 (04/13) and CG 20 10 (04/13);
- (ii) Owner, Contractor and Architect shall be included as additional insureds under all coverages required by this contract on a primary and noncontributory basis. This endorsement must include Products/Completed Operations Coverage without a residential work exclusion/restriction.
- (iii) Subcontractor's insurance is primary to all insurance maintained by Contractor and Additional Insureds.
- (iv) Contractual Liability Insurance insuring the obligations assumed by Subcontractor under this Agreement.

12.1.2.4. PROFESSIONAL LIABILITY INSURANCE

(A) Professional Liability, if applicable, \$2,000,000 Each Occurrence, with not less than a Five Year completed operations period if claims-made coverage. Required ___ Yes or ___ No.

12.1.2.5. POLLUTION LIABILITY INSURANCE

(A) Pollution Liability, if applicable, \$2,000,000 Each Occurrence, with not less than a Five Year completed operations period if claims-made coverage. Required ___ Yes or ___ No.

12.1.3. Commercial General Liability and other insurance may be under a single policy or by a combination of the underlying policy and an Umbrella Liability Policy.

12.1.4. **The Completed Operations Insurance shall be kept in force by the subcontractor for a period of not less than five years** after the date of final completion. Compliance by the subcontractor with the insurance requirements set forth herein shall not relieve the subcontractor from liability for amounts in excess of the limits of insurance.

12.1.5. Any deductibles in place are the responsibility of the Subcontractor.

12.1.6. **Property Insurance.** The Subcontractor is responsible to provide insurance coverage for tools, equipment or personal belongings that are owned or leased by the subcontractor or its employees at the Subcontractors own expense. The subcontractor accepts and shall bear the risk of loss for property, material, or equipment which is stored on-site and off-site.

12.1.7. **Waiver of Subrogation.** Subcontractor on behalf of itself, its insurers, successors and assigns does hereby waive any and all rights of subrogation against Contractor, Owner and Contractor's other subcontractors and suppliers, relating to or arising from any loss or damage which is within any insurance coverage of Subcontractor, regardless of whether a claim has been submitted to or denied by the insurer. Subcontractor acknowledges however that its waiver of subrogation only applies to the extent damages are covered by property insurance applicable to the Work or equipment used on the Project and to the extent that interests of Contractor and Subcontractor are covered by such insurance. If any policy provided by Contractor or Subcontractor which is applicable to the Work or to equipment used on the Project requires endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policy shall cause it to be so endorsed.

12.1.10. Endorsements attached will include the following or their equivalents: _____

12.2. **Subcontractor Bonding.** Subcontractor shall, if required, furnish to the Contractor appropriate surety bonds to secure performance of the Subcontract Work and to satisfy all Subcontractor payment obligations arising thereunder. The surety bond shall provide that the terms of the Contract and Subcontract Documents are incorporated by reference therein. Regardless of such express incorporation, any bond provided by Subcontractor pursuant to this provision is hereby deemed to so incorporate the Contract and Subcontract Documents and it is understood that the surety is accepting each and every responsibility and obligation which the Subcontractor has assumed toward Contractor under said Contract and Subcontract Documents, including but not limited to liability for indemnity, attorneys' fees and delay damages.

Bond: Required Not Required

12.2.1 If a performance or payment bond, or both, are required of the Subcontractor under this Subcontract, then said bonds shall be in the full amount of the Subcontract Price, unless otherwise specified herein, and said bonds shall be in a form approved by Contractor and provided by a surety with an A. M. Best Rating of A-VI or better.

12.2.2 The cost of the bond, if required, is included in the subcontract price.

12.2.3 In the event the Subcontractor shall fail to provide the required bonds within seven days after date of signature of subcontract by Subcontractor, the Contractor may terminate this Subcontract and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All Contractor costs and expenses incurred by the Contractor as a result of said termination shall be paid by the Subcontractor.

ARTICLE 13 MISCELLANEOUS PROVISIONS