

INSURANCE AGENT'S COPY

Insurance Checklist

You will be prohibited from entering the jobsite and/or to begin work on this project until the Insurance Certificates and Endorsements have been submitted and are in place. Please forward a copy of the "Exhibit D" to your agent to help ensure that you have requested the appropriate coverage and documents.

The Insurance Certificate:

_____ Certificate must reference **Per Occurrence, Per Project** and **Project Name** (a separate certificate is required for each project)

_____ Reference Form/Endo numbers on Certificate (*Blanket endorsements not referenced on certificate are not acceptable*).

_____ **LCG Pence Construction, LLC** listed as Certificate Holder and Additional Insured on all policies (10.5)

_____ Name of Owner (and required parties) listed as Additional Insured (10.5)

_____ Required Coverage and Limits: **General Liability** - including Blanket Contractual Liability (10.1)

_____ Required Coverage and Limits: **Business Auto** (10.2) - including Endorsement

_____ Required Coverage and Limits: **Workers' Compensation/Employer's Liability** (10.3)

_____ Current Policy Periods

_____ Name(s) of Approved Insurance Carrier(s) (10)

_____ 30 Days Written Notice for Cancellation (10.5.2)

Additional Insured Endorsements: (10.5)

_____ Endorsement includes: "**Ongoing and Completed Operations (Your Work)**" for the Additional Insureds (10.5)

_____ This Coverage Shall Be **Primary** and LCG Pence and Owner's insurance shall be excess and **Non-Contributing** (10.5.2)

_____ Waiver of Subrogations (10.4)

_____ All Additional Insured Parties must be shown in the "**Scheduled**" area of the endorsements

_____ The Project must be shown in the "**Scheduled**" Location of the endorsements

_____ Check for correct, current policy numbers where requested on endorsements

_____ Required Endorsements and Forms are attached. (10.5.2)

EXHIBIT D

SAMPLE CERTIFICATE OF INSURANCE	ISSUE DATE (MM/DD/YY) 00/00/00
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PRODUCER AGENT'S NAME ADDRESS TELEPHONE NUMBER AND FAX	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A Insurance Company Name (<i>Approved Carrier</i>)
	COMPANY LETTER B Another Insurance Company Name
	COMPANY LETTER C Work Comp Company Name
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES
 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 THE 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMM. GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROT. <input checked="" type="checkbox"/> Aggregate Limits Per Project	XXXXXXX	00/00/00	00/00/00	GENERAL AGGREGATE	\$ 2,000,000.00
					PRODUCTS-COMP/OP AGG.	\$ 2,000,000.00
					PERSONAL & ADV. INJURY	\$ 1,000,000.00
					EACH OCCURANCE	\$ 1,000,000.00
					FIRE DAMAGE (Any one fire)	\$ 50,000.00
					MED. EXPENSE (Any one person)	\$ 5,000.00
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	XXXXXXX	00/00/00	00/00/00	COMBINED SINGLE LIMIT	\$ 1,000,000.00
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	XXXXXXX	00/00/00	00/00/00	EACH OCCURANCE	\$ As Needed (10.3.1)
					AGGREGATE	\$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXX	00/00/00	00/00/00	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
					EACH ACCIDENT	\$ 500,000.00
					DISEASE - POLICY LIMIT	\$ 500,000.00
					DISEASE - EACH EMPLOYEE	\$ 500,000.00
	OTHER As Required by SPO/SPO-PO					\$
						\$
						\$
						\$

Description of Operations/Locations/Vehicles/Exclusions added by endorsement/Special Provisions
 RE: Name of Project (Project #)
 Certificate Holder and Owner's Name are Additional Insureds on all policies except worker's comp. per attached Form #. Additional Insured status to include completed operations coverage per attached Form #. This coverage shall be primary and non-contributing per attached Form #. Waiver of subrogation rights per attached Form #.

CERTIFICATE HOLDER LCG Pence Construction, LLC 2747 Pence Loop SE Salem, OR 97302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE _____ SIGNATURE

Summary of Master Subcontract / Master Purchase Order Insurance Requirements

10. INSURANCE; BONDS. Prior to starting the Work, Subcontractor shall procure, pay for and thereafter maintain such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operation by Subcontractor or by any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required of Subcontractor, as stipulated in 10.1, 10.2, 10.3, and 10.4, must be issued by insurance companies licensed and admitted to conduct business in the State(s) in which the Subcontractor conducts operations hereunder. Such insurance will be subject to the approval of LCG Pence which will not be unreasonably denied. **Such insurance shall include, but not be limited to, the following minimum coverage and limits of liability:**

10.1 Commercial General Liability Insurance. Applicable to all Premises-Operations and including Blanket Contractual Liability applicable to Subcontractor's indemnity obligation under Article 9, and other contractual indemnities assumed by Subcontractor under this Agreement; Host Liquor Liability; Personal Injury with Employment Exclusion deleted; Owners & Contractors Protective Liability; Broad Form Property Damage including Completed Operations; Products/Completed Operations Liability, all with limits of liability of not less than:

GENERAL AGGREGATE \$ \$2.0 Million PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 2.0 Million

PERSONAL & ADVERTISING INJURY \$ 1.0 Million EACH OCCURRENCE \$ 1.0 Million

Such insurance as is afforded for Products/Completed Operations Liability shall remain in force for a period of at least ten (10) year(s) following completion of work performed by Subcontractor.

10.2 Comprehensive Automobile Liability Insurance. Applicable to any automobile, including owned, non-owned and hired automobiles, with limits of liability of not less than:

\$ \$1.0 Million for bodily injury and \$ \$1.0 Million for property damage; or
\$ \$1.0 Million combined single limit for bodily injury and /or property damage per occurrence.

10.3 Statutory Workers' Compensation Insurance and Employer's Liability. Such Workers' Compensation Insurance must satisfy and be in accordance with the workers' compensation statutes of the State(s) in which the Subcontractor conducts operations hereunder. The limit of liability for Employer's Liability shall not be less than \$ 500,000 each accident, \$ 500,000 disease policy limit, \$ 500,000 disease, each employee.

10.3.1 Policies. Commercial General Liability and Comprehensive Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

10.4 Subrogation. LCG Pence and Subcontractor waive all rights against each other and Owner for losses or damages covered by Builder's Risk or other property or equipment insurance applicable to the Work, to the Project or to equipment used in performance thereof, but only to the extent each loss is covered by and actually paid for by such insurance, except such rights as they may have to the proceeds of such insurance. The parties retain all other rights against each other regarding any such loss in excess of amounts paid by all policies that cover the loss. **All Subcontractor's policies shall permit such waiver of subrogation rights, or Subcontractor shall cause them to be endorsed to permit waiver of subrogation if endorsement is required in order to provide for continued coverage.** This subsection shall not operate to the extent it would void coverage under any applicable policy of insurance.

Summary of Master Subcontract / Master Purchase Order Insurance Requirements

10.5 Certificates of Insurance; Additional Named Insured. Subcontractor shall endorse its Commercial General Liability, Comprehensive Automobile Liability, Umbrella/Excess Liability and all other insurance policies (except workers' compensation) to add **LCG Pence and the Owner as "additional insured's,"** and to contain severability of interest clauses, all with respect to liability arising out of (a) operations performed for LCG Pence or the Owner by Subcontractor, (b) acts or omissions of LCG Pence or the Owner in connection with general supervision of Subcontractor's operations, (c) completed operations of Subcontractor (d) claims for bodily injury or death brought against LCG Pence or the Owner by Subcontractor's employees, or the employees of the Subcontractor's subcontractors of any tier, however caused, related to the performance of operations or related to completed operations under the Contract Documents. **The Additional Insured endorsements must apply to both ongoing and completed operations.** The Additional Named Insured endorsement, and the defense and indemnity obligations under this provision, shall apply only to the extent that: (a) an injury or loss is caused by the fault or negligence of Subcontractor or of its agents, representatives, subcontractors, suppliers, or vendors,, or (b) an injury or loss is caused by the fault or negligence of persons or entities other than the indemnitee.

10.5.1 Subcontractor shall not cancel any policies or insurance required hereunder, either before or after completion of the Work, without written consent of LCG Pence.

10.5.2 All insurance policies shall contain a provision that coverage afforded thereunder **shall not be canceled or non-renewed, or restrictive modifications added, without thirty (30) days prior written notice to LCG Pence.** Certificates of Insurance shall be filed with LCG Pence prior to start of Subcontractor's Work. **Such Certificates of Insurance shall be in a form acceptable to LCG Pence and shall provide satisfactory evidence that Subcontractor has complied with all insurance requirements.**

Acceptance of a Certificate by LCG Pence or failure of LCG Pence to enforce compliance with this section shall not constitute a waiver, release or decrease of this obligation of Subcontractor, unless specifically so stated in a writing referencing this clause. **Such insurance afforded to LCG Pence and the Owner as additional insureds under Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by LCG Pence or the Owner, and LCG Pence's and Owner's insurance shall be excess and non-contributing to the insurance of Subcontractor.**

10.5.3 In the event that the Subcontractor sub-subcontracts any portion of the Work the Subcontractor will require its subcontractors to conform to all the provisions of Article 10, Insurance.

10.6 LCG Pence may, at its sole option, upon failure of Subcontractor to comply with this section, attempt to purchase additional insurance to aid in covering the risks as specified above, pay the premiums therefore and charge them to Subcontractor

10.7 Bonds. If requested in writing by LCG Pence prior to Subcontractor's commencement of work under any given SPO, then Subcontractor shall obtain and deliver to LCG Pence, prior to commencement of any work, performance and payment bonds in forms acceptable to LCG Pence and executed by a corporate surety acceptable to LCG Pence in a penal sum that shall at all times be a sum that is equal to the SPO amount as adjusted from time to time pursuant to this Master Subcontract. Changes in the work and requests for extra work under any SPO may be made upon Subcontractor without the necessity of securing the consent of surety, and the penal limits of the subcontract bond shall automatically adjust to the adjusted SPO amount without the necessity of securing the consent of surety.