



IMPORTANT NOTICE TO ALL INSURANCE AGENTS/PROVIDERS:

Barton Malow Holdings ("BMH") is tightening the review and approval of insurance certificates and Additional Insured forms for our subcontractors, vendors, and suppliers. Many standard forms utilized by insurance companies do not conform to our requirements, and significantly limit the scope of the insurance provided to BMH in the event of a claim or lawsuit. As we move forward with standardizing our pre-qualification process, non-conforming additional insurance forms will not be accepted, regardless of whether they were previously accepted by BMH.

Effective immediately, be advised that for any new contracts, subcontracts and/or purchase orders, fully conforming insurance endorsements will be required. On **January 1, 2020**, BMH will cease accepting any non-conforming additional insured endorsements. Please review the required insurance endorsement or contract language with your insured. We have confirmed that the requested insurance coverage is commercially available.

The required additional insurance, as stated in our current contracts provides:

Barton Malow Holdings ("BMH"), Contractor (if other than BMH), and their partners (if applicable), Owner, and all other entities as required in the Prime Contract, shall be endorsed as additional insureds on

***Subcontractor's liability insurance policies (including general liability, excess liability, automobile liability and pollution liability, where applicable) for liability arising out of activities, operations or "work," performed by or on behalf of Subcontractor, including BMH and/or Contractor's general supervision of Subcontractor, products and completed operations hazard of Subcontractor, and automobiles owned, leased, hired or borrowed by Subcontractor. The coverage provided by the additional insured endorsement(s) shall be at least as broad as that provided in the Insurance Service Office, Inc.'s *Additional Insured Endorsement Form CG 20 10 11 85*. Forms that do not provide additional insurance for the "products and completed operations hazard," will not be accepted. In no case shall any additional insured endorsement exclude coverage for BMH or Contractor's own negligence, nor limit coverage for BMH or Contractor only to potential liability incurred solely as a result of Subcontractor's acts or omissions.**

"Subcontractor" defined above includes: vendors, suppliers, professional service providers, general service providers, material deliverymen.

Barton Malow will accept the following additional insurance endorsements:

- CG 2010 11 85
- CG2010 10 01 coupled with the CG2037 10 01 forms.
- CG7048 10 15 (this is a very current ISO form and readily available in the insurance marketplace)
- We will also accept any other manuscript form that provides the following coverage:

Blanket additional insured form as required by written contract:

- For liability **arising out of** your **ongoing operations** AND
- For liability **arising out of "your work"** performed for that insured and included in the "**products-completed operations hazard**"



Examples of previously issued Additional Insured forms that will **no longer be accepted**:

- CG 20 33 (all versions)
- CG 20 10 (07 04 version or later)
- CG 20 37 (07 04 version or later)
- CG 70 49 (all versions)
- CGD 246 (all versions)
- CGL 8820 (all versions)

We also require:

- The additional insurance coverage provided must be primary and non-contributory with any other insurance or self-insurance maintained by the additional insured, whether on a primary, umbrella or excess basis.
- Each insurer must carry AM Best's rating of A-VII or better.
- Each policy must be endorsed so that the issuing insurer will provide thirty (30) days written notice of cancellation to the BMH, Contractor and/or any additional insureds.
- Waiver of subrogation required for all coverages.

A sample certificate of insurance and the acceptable Additional Insured forms are attached for your reference and convenience.

Thank you.

The Risk Management and Legal departments of Barton Malow Holdings

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
today's 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 Broker Name and Address	CONTACT NAME : PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ EMAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____
INSURED Your Company's Name and Address	INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

Provide insurers corresponding to the policies listed below.
Insurers should have an AM Best rating of A- or better.

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	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 <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				
	MED EXP (Any one person)				\$5,000
	PERSONAL & ADV INJURY				\$1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number	Effective Date	Expiration Date	COMBINE SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person)				
	BODILY INJURY (Per accident)				
	PROPERTY DAMAGE (Per accident)				
C	EXCESS/ UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE _____ <input type="checkbox"/> RETENTION _____	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE \$1,000,000
	AGGREGATE				\$1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR /PARTNER/ EXECUTIVE OFFICE/ MEMBER EXCLUDED? If yes, describe under DESCRIPTION OF OPERATIONS below	Policy Number	Effective Date	Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY <input type="checkbox"/> OTHER
	E.L.EACH ACCIDENT \$1,000,000				
	E.L.DISEASE - EA EMPLOYEE \$1,000,000				
	E.L.DISEASE - POLICY LIMIT \$1,000,000				

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

The coverages listed above are Primary and Non-Contributory to any other insurance.

Blanket Additional Insured as per written contract.
 (Note: we will only accept the CG2010 1185 form; or the CG2010 1001 coupled with the CG2037 1001 forms, or a scripted equivalent. Please see our contract terms and conditions for details.)

A waiver of subrogation in favor of Barton Malow Company are included under all policies.

CERTIFICATE HOLDER Barton Malow Holdings 26500 American Drive Southfield, MI 48034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY ROVISIONS. <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">Signature Required</p>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any Person or Organization Required by a Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is agreed that this insurance maintained pursuant to the written contract agreements shall be primary to, and not contribute with any insurance or self-insurance maintained by the above, but only with respect to work performed by or on behalf of the Named Insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

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 Person or Organization:

ANY ENTITY REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

(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.

2. Exclusions

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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

Name of Person or Organization: ANY ENTITY REQUIRED BY WRITTEN CONTRACT
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT -
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number	Agency Number	Policy Effective Date
Policy Expiration Date	Date	Account Number
Named Insured	Agency	Issuing Company

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
 - b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
 - c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.