

**myCOI Registration Instructions**

This agreement calls for specific insurance coverage to be carried for this Project. To simplify the process of obtaining insurance certificates and ensuring full compliance with the insurance requirements, Flintco will utilize myCOI Central, a software management system to collect, track, and verify your certificates of insurance. **Registration within myCOI Central is required**.

What is myCOI?

* myCOI offers a software management system to track certificates of insurance. Flintco will still be your direct contact for certificates of insurance, but we will communicate through myCOI Central. You will receive a request to register in the myCOI system via the methods outlined below. Once you register, we will request certificates of insurance directly from your Insurance Agent. This way, you save time by not needing to call your agent every year to get a certificate of insurance over to us.
* Flintco will review compliance with the insurance requirements and will notify your agent directly of any issues; your agent will communicate with you if any changes to your policy are required.
* **This is a required program and you must complete your registration.**

You will receive an email in the next few weeks from riskmanagementflintco@flintco.com with a link to complete the registration. Please complete the registration process within seven (7) days of receiving the email. **If you do not receive the email about registration in myCOI, please contact** riskmanagementflintco@flintco.com.

We will work with your Insurance Agent to get a compliant certificate. It is your Insurance Agent’s responsibility to talk to you if your policy needs to change. We will inform you directly if we are not able to get a compliant certificate on file from your agent in a timely manner.

**If you have any questions, please contact** riskmanagementflintco@flintco.com.

**Please add this address** riskmanagementflintco@flintco.com **to your safe sender’s list to ensure you receive any email communication from us.**

**\*The following SAMPLE Exhibit B reflects Flintco, LLC’s *minimum requirements* and are subject to change as dictated by the scope of work and/or Owner requirements.**

**FLINTCO, LLC**

**INSURANCE REQUIREMENTS**

The insurance requirements set out in this Exhibit are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Contractor utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Subcontractor's receipt of this ~~A~~greement, Subcontractor will receive an email from RiskManagementFlintco@flintco.com. Subcontractor must follow the instructions contained in the email and complete the online registration. Upon completion of registration, Contractor will request proof of insurance directly from Subcontractor’s insurance agent(s). In addition to the other terms and conditions contained herein, Subcontractor may not commence Work and no payments will be made, until Subcontractor is registered in myCOI Central and a compliant COI has been received.

Certificates of Insurance (“Certificates”) are to show that the below required insurance coverages in companies with a minimum A .M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force, and further provide that the insurance will not be canceled without at least thirty (30) days prior written notice.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

# Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 30 days prior to expiration of the current policies.

1. WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:
	1. Worker’s Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman’s and Harbor Worker’s Compensation Act, the Jones Act (Maritime Employers Liability) or the Federal Employer’s Liability Act, the Subcontractor shall extend Worker’s Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the

above-mentioned Acts as applicable and shall include borrowed servants /alternate employer endorsement. No alternative or benefit plan in lieu of statutory Worker’s Compensation coverage will be acceptable even in those jurisdictions where permitted.

* 1. Employer’s Liability Coverage with a minimum limit of: $1,000,000 per accident.

Where permitted by law the Subcontractor waives subrogation against Flintco, LLC, Owner as well as any other parties in the Owner-Contractor Agreement.

1. COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage. Alternatively, the Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor’s ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to Flintco, LLC as a condition of this Subcontract.

# The above coverage shall be written for not less than the following minimum limits:

$1,000,000.00 GENERAL AGGREGATE **(PER PROJECT; if not PER PROJECT, the limit shall be $2,000,000.00)**

$1,000,000.00 PRODUCTS-COMPLETED OPERATIONS AGGREGATE

$1,000,000.00 PERSONAL & ADV. INJURY

$1,000,000.00 EACH OCCURRENCE

**Continuation of Coverage** Subcontractor shall continue to carry Completed Operations Liability Insurance for the applicable Statute of Repose following Substantial Completion of the Work.

1. AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: $1,000,000.00 PER ACCIDENT

(d) Umbrella (EXCESS) Liability Insurance with combined single limits for bodily injury and property damage of not less than $X,000,000.00 EACH OCCURRENCE and $X,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required under the above Paragraphs a2, b and c.

(e) [AS APPLICABLE PER OUTLINED SCOPE] PROFESSIONAL LIABILITY INSURANCE coverage shall be written for not less than the following minimum limits: $1,000,000.00 EACH CLAIM and $1,000,000.00 AGGREGATE. Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this agreement. Professional Liability Insurance coverage shall be maintained by the Professional Engineer/Subcontractor for not less than three (3) years beyond the completion of the project with no change in the original retroactive date. Such insurance shall have a maximum deductible amount of $25,000.00 per occurrence. The deductible shall be paid by the Subcontractor on claims for which the Subcontractor is liable.

(f) [AS APPLICABLE PER OUTLINED SCOPE] CONTRACTOR'S POLLUTION LIABILITY INSURANCE shall be written on an occurrence basis for not less than the following minimum limits: $1,000,000.00 EACH OCCURRENCE and $1,000,000.00 AGGREGATE.

Flintco, LLC, Owner as well as any other parties listed as additional insureds in the Owner- Contractor Agreement shall be added

as additional insureds under the Commercial General Liability insurance listed in (b) above. The coverage afforded the additional insureds must provide coverage at least equal to that of ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor’s coverage. If required by the law of the state where the project is located, Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding Contractor and Owner and other required parties as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

All insurance policies procured, paid for, and maintained by the Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation rights against that of the Owner, Flintco, LLC, its parent, owners, subsidiaries and affiliate companies, their agents, employees, directors, servants, and insurers. This Waiver of Subrogation is required not only with respect to property, liability, or other insurance required of Subcontractor in this article, but also with respect to any other property, liability, or other insurance the Subcontractor may have in force that may cover the work performed for this job.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor has not submitted

Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor’s rights under such insurance-related provisions.

**Number of Policies** Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and

non-contributory and any coverage carried by Contractor and/or Owner will be excess of Subcontractor’s coverage.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.

1. BUILDER'S RISK coverage including the interests of the Subcontractor will be provided by Contractor or Owner as identified in the Subcontract Documents. The Subcontractor is responsible for the deductible.