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of Summit County



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Retired

**Rochelle D. Sibbio**

President & CEO

Dear Subcontractor:

Habitat for Humanity of Summit County Inc. is insured by Cincinnati Insurance. As a condition of our policy, we are required to have all subcontractors we work with, whether you have a current project you are working on for us, a bid we have requested and/or accepted, or a project you recently completed with us, to have the enclosed Subcontractor Agreement signed in our files as well as the required insurance, workers comp, W9, and debarment certification.

**Please sign and return the enclosed Subcontractor Agreement packet as soon as possible and return to our office via US Mail or email to [habitat@hfsummitcounty.org](mailto:habitat@hfsummitcounty.org)**

Please note the insurance requirements:

**Section A** including commercial general liability and the limits required, automobile liability, and excess/umbrella liability (see highlighted example).

**Section B** is current copy of workers comp (see highlighted example)

**Section C** is a current W9 for taxpayer ID (see enclosed blank)

**Section D** is a federal disbarment certification which needs signed and returned

**Section E** is the sub contractor agreement which must be signed and returned

We will need a Certificate of Insurance which includes Habitat for Humanity of Summit County Inc. as a certificate holder via a combination of ISO forms CG2010 10/01 and CG2047 10/01. Please forward this information to your insurance carrier for the proper execution and return all required forms to our office.

Please note we will not be able to do business with your company without this information current and up to date on a yearly basis.

We appreciate your prompt attention to this matter so that we can continue to use you as a valued subcontractor on Habitat for Humanity projects. I can be reached at 330-745-7734 x 203 if you have any questions or your insurance provider has questions. They may also contact Taylor Schauer at the Schauer Group at 330-453-2093.

Sincerely,

*Rochelle*

Rochelle D. Sibbio  
President & CEO

2301 Romig Road Akron, OH 44320

330.745.7734

[www.hfsummitcounty.org](http://www.hfsummitcounty.org)



SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
xx/xx/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Issuing Agency Name and Address
CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Agent@emailaddress.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Insurance Company NAIC #: 12345
INSURER B: Insurance Company NAIC #: 98765

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Habitat for Humanity of Summit County (HFH Summit) is an additional insured on a primary and noncontributory basis for all liability policies, waiver of subrogation and 30 day notice of cancellation is provided to HFH Summit for all policies (see attached endorsements)

CERTIFICATE HOLDER

CANCELLATION

Habitat for Humanity
2301 Romig Road
Akron, Ohio 44320
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: David T. Schauer

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Temporary

Quote number and employer  
Q40066385

New York University  
New York University  
70 Washington Square South  
New York, NY 10012

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC



Period Specified Below

07/26/2019 to 07/01/2020

**CURRENT YEAR**

*Stephanie B. McCloud*  
Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation****Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana, or a controlled substance not prescribed by the employee's physician, is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**SUBCONTRACTOR DEBARMENT CERTIFICATION**

**FOR ALL CONTRACTS**

These certified statements are required by law. The Sub Contractor hereby assures and certifies that:

- I. The undersigned and its principals [see 2 CFR 2424.20(a)]:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction (see 2 CFR 2424.220) by any federal department or agency.
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b) of this certification.
  - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

If the sub contractor is unable to certify to any of the statements in this certification, such sub contractor shall attach an explanation behind this page.

\_\_\_\_\_  
Signature of authorized certifying official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**PLEASE SIGN ALL PAGES NECESSARY AND RETURN ALL FORMS EITHER HARD COPY MAIL OR VIA EMAIL:**

Habitat for Humanity of Summit County Inc.  
2301 Romig Road  
Akron OH 44320

[habitat@hfhsummitcounty.org](mailto:habitat@hfhsummitcounty.org)

## Subcontractor Agreement

### Insurance

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry and provide to Habitat for Humanity:

- A. **Commercial General Liability (see highlighted example enclosed)** insurance with limits of not less than \$1,000,000 each occurrence, with a \$2,000,000 general aggregate on a per project basis. Such policy shall include all major aspects of coverage including but not limited to Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Independent Contractors and Contractual Liability. The policy shall include **\*\*HABITAT FOR HUMANITY OF SUMMIT COUNTY INC. located at 2301 Romig Road, Akron OH 44320\*\***, its respective directors, officers, employees and agents, as a certificate holder via a combination of ISO forms CG2010 10/01 and CG2037 10/01, or manuscript form(s) providing equivalent coverage (i.e. coverage for the Additional Insureds must be Primary and Non-Contributory, must include completed operations coverage, and must not be limited to vicarious liability coverage only), which form(s) must be accepted and approved by Contractor or its insurance/risk manager. The policy shall also include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed above.
- a. **Business Automobile Liability** insurance with limits of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage covering all vehicles used in connection with Subcontractor's Work. The policy must provide coverage for the Additional Insureds, either by policy terms or by endorsement attached to the policy, for any liability incurred by any of them due to the actions of Subcontractor.
- b. **Excess/Umbrella Liability** insurance with limits of at least \$1,000,000 per occurrence and in the aggregate.
- B. **Workers Compensation and Occupational Disease (see example enclosed)** insurance in accordance with all applicable state and federal laws, with **Employers Liability** insurance limits of at least \$500,000/\$500,000/\$500,000. The policy shall include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed in A. above.
- C. **W-9 (see blank enclosed for completion and return)** Request for Taxpayer Identification Number and Certification.

There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the state of Ohio and shall be reasonably acceptable to Contractor. All subcontractor insurance carriers must maintain an A.M Best rating of A- or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

The insurance coverage required under A., B., C., D. above shall be of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the project. Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner for the period of not less than one year after the date of certificate of occupancy and completion of the project.

Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days prior written notice of cancellation and termination of the Contractors coverage there under.

### Indemnification

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractors sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their

parents, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns (Indemnified Parties), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys fees and costs and consultant fees and costs) (Claims) which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

**CONTRACT AGREEMENT:** Subcontractor understands and agrees that Contractor has a contract, approved bid, or project in progress with Habitat for Humanity of Summit County, Inc. (Owner/General Contractor/Construction Manager) to do the Work specified per contract or approved bid. As a part of such agreement and as an integral part of this agreement, Subcontractor shall not subcontract with any other entity for all or any part of the contracted Work without the prior written consent of the Contractor. Additionally, subcontractor agrees that all work is performed in a professional manner, using licensed individuals, where applicable, and that apprentice workers are supervised by a journeyman, foreman, or supervisor. **All payments are made within 30 days of completion of work.**

**CONTRACTOR:**

**SUBCONTRACTOR:**

**Habitat for Humanity of Summit County Inc.**

\_\_\_\_\_  
(Company Name)

By: Rochelle D. Sibbio  
*Rochelle D. Sibbio*

By (print): \_\_\_\_\_  
Signature  
\_\_\_\_\_

Its: President & CEO

Its (Title): \_\_\_\_\_

Address: 2301 Romig Road  
Akron OH 44320

Address: \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: 330-745-7734

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Email: [habitat@hfhsummitcounty.org](mailto:habitat@hfhsummitcounty.org)

Email: \_\_\_\_\_

FEIN# for sales tax exemption  
34-1518873 Items purchased for use on our  
projects can be bought EXEMPT

FEIN# \_\_\_\_\_

Minority Owned Business:	YES	NO
Female Owned Business:	YES	NO
Member of the Home Builders Association (HBA)	YES	NO
Member of the Better Business Bureau (BBB)	YES	NO
Summit County Building Standards Registration:	YES	NO
Veteran Owned Business	YES	NO

**PLEASE SIGN THE SUB CONTRACTOR AGREEMENT AND RETURN ALL FORMS**