

## Appendix 5: Insurance Requirements

Subcontract Number: S-xxxxx/xxx

Following are R. H. White Construction Co., Inc.'s minimum insurance requirements.

A) All certificates of insurance shall provide evidence that R.H. White Construction Co., Inc., and the Owner, and any affiliate of either, are added as additional insured on a primary, non-contributory basis for commercial general liability, automobile liability and commercial umbrella liability policies of the subcontractor. The following shall be included in the "Description of Operations" section of the certificate:

*"Subcontract number and project name"*

*"R.H. White Construction Co., Inc. and any person or entity or organization required to be named an additional insured by reason of any contract or agreement with R.H. White Construction Co., Inc. shall be and is deemed a primary additional insured on a non-contributory basis under all commercial general liability, automobile liability and commercial umbrella liability policies of Subcontractor. Additional Insured endorsements required are CG 20 10 11 85 or CG 2010 (10/93) and CG 20 37 or CG 2033 and CG 2037 or an endorsement providing equivalent coverage to the additional insureds. Each policy will be endorsed to provide 30 days' notice of cancellation to RH White Construction Co., Inc. Waiver of Subrogation applies to all policies."*

B) General Liability Insurance with minimum limits of the following or as required by the Prime Contract Agreement, whichever is greater:

General Aggregate	\$2,000,000
Products - Comp/Op Aggregate	\$2,000,000
Personal & Adv. Injury	\$2,000,000
Each Occurrence	\$1,000,000

- If the CGL coverage contains a General Aggregate Limit, such **General Aggregate shall apply separately to each project.**
- CGL coverage shall be written on ISO Occurrence form CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 2010 11/85 or CG 2010 (10/93) **AND** CG 20 37 or CG20 33 **AND** CG20 37 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- Coverage for explosion, collapse, undermining and damage to underground utilities and property when the Project involves such risk exposures.
- Elevator liability when elevators are involved in the Project.
- Broad form property damage.

C) Automobile Liability Insurance with minimum limits of the following or as required by the Prime Contract Agreement, whichever is greater:

Combined Single Limit	\$1,000,000
Or Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$1,000,000

- Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

D) Contractor Equipment Floater (covering Subcontractor's equipment):

All Risk Insurance to protect the Subcontractor against loss of, or damage to, its owned or rented capital equipment, tools, scaffolding, staging, towers and forms; including the provision for waiver of subrogation against R.H. White Construction Co., Inc., and the Owner.

E) Worker's Compensation Insurance with statutory limits and Employers Liability limits of the following or as required by the Prime Contract Agreement, whichever is greater:

E.L. Each Accident	\$1,000,000
E.L. Disease - Each Person	\$1,000,000
E.L. Disease Policy Limit	\$1,000,000

**F) Commercial Umbrella**

Umbrella limits must be at least \$5,000,000.00

- a) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- b) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

**F) Subject to any customary exclusion, R. H. White Construction Co., Inc. shall be named a Primary and Non-Contributory Additional Insured on all policies.**

**G) Pollution Liability/Environmental Coverage:**

If any of Subcontractor's work under the Subcontract involves any environmental risks or any hazardous substances (including, without limitation, fuel substances, chemicals, asbestos, lead, PCB, or any matter or substance deemed a hazardous material under any applicable law or regulation) or the handling or treatment of any microbial matter (for example, mold), Subcontractor shall maintain Contractor's Pollution Liability Insurance or some other form of insurance satisfactory to R.H. White Construction Co., Inc. with a limit of **\$5,000,000** (may be reviewed based on exposure/liability) and Subcontractor shall provide evidence of such coverage prior to the commencement of any work on the Project site; such evidence shall be physically attached to the insurance certificate(s) required hereunder. At minimum, such insurance shall provide coverage for bodily injury, sickness, disease, mental anguish or such sustained by any person including death; property damage, including physical injury to or destruction of, tangible property including the resulting loss of use thereof, clean up and remediation costs, and the loss of use of tangible property that has not been physically injured or destroyed; and defense costs and expenses, including costs, charges and expenses incurred in the investigation, adjustment or defense of such claims, including attorney's fees and costs, engineering fees and costs, and expert fees and costs. Subcontractor shall name R.H. White Construction Co., Inc. and the Project Owner, and any of their affiliates as additional insureds under such coverage and shall provide evidence of such status to R.H. White Construction Co., Inc. prior to commencement of any work under the Subcontract.

**H) Professional Liability Coverage:**

**Special Insurance for Delegated Design:**

In the event Subcontractor's work under the Subcontract includes the design of any component of the Work, prior to the start of work, Subcontractor shall provide Certificates of Insurance certifying to the procurement of Professional Errors and Omissions insurance for those persons furnishing such design services for the benefit of Subcontractor in an amount not less than **\$2,000,000** or such greater amount as required by the Contract Documents.

- (a) Such insurance shall have an effective date prior to the start of all design work on this project or a prior acts endorsement.
- (b) Such insurance shall remain in full effect with the same carrier for a period of six (6) years from the date of substantial completion or will include six (6) years of "tail" coverage.

Subcontractor shall provide to Contractor on an annual basis a list of all prior and subsequent claims upon such policies and an annual accounting of coverage limit available for each year.

**Insurance for Testing Services:**

In the event Subcontractor's work under the Subcontract includes only testing (including but not limited to environmental testing, concrete testing, laboratory testing, radar testing) the Subcontractor shall pay for and obtain an Errors and Omissions Professional Liability policy with limits of no less than **\$1,000,000** with a maximum deductible of \$10,000.

**I) Waiver of Subrogation**

To the fullest extent permitted by law, subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

**J) Compliance by the subcontractor with the foregoing insurance requirements shall not relieve or limit the subcontractor's liability under any section of this agreement.**

**JOB SPECIFIC AMENDMENTS:**

**These amendments take precedence over the minimum requirements described in this Appendix:**