



Updated August 1, 2014

REQUIRED INSURANCE COVERAGE

GENERAL INSURANCE REQUIREMENTS

Prior to commencement of any work on the Project, Subcontractor shall, at its own expense, maintain, during the term of this Subcontract and any extensions thereof, the following insurance in the forms and with limits to satisfy both the requirements listed on this Schedule "D" and those specified by the Subcontract and/or any other applicable Contract Documents.

All insurance policies must be from insurers authorized to conduct business within the state(s) where the project is located. The insurance companies must also have a Best's Rating of at least "A-" and a financial size of "Class VII" or better. Subcontractor shall disclose and shall be responsible for payment of any deductibles or self insured retention under these policies.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

This insurance will pay the subcontractor's obligations under appropriate worker's compensation statutes, including federal benefits under the U.S. Longshore and Harbor Workers Compensation Act, the Federal Employers' Liability Act and the Jones Act, covering all employees who perform any of the obligations of the Subcontractor under this Subcontract.

Employers liability coverage shall provide limits of at least \$500,000 each accident for bodily injury and \$500,000 each employee for disease. The policy limit for disease shall be at least \$500,000.

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period. The commercial general liability form should provide limits of at least the following:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 each incident for personal and advertising injury
- \$1,000,000 products-completed operations aggregate
- \$1,000,000 general aggregate

The general aggregate limit shall apply separately to each project. The **products and completed operations coverage** is to be maintained for a period of **at least two years following** the completion of the work. RA-LIN and Associates, Inc. is to be **included as an additional insured**.

The contractual liability coverage shall include protection for the subcontractor from claims arising out of the liability assumed under the indemnification provisions of the Subcontract. There shall be no separate exclusion for liability arising out of explosion, collapse and underground hazards (XCU) or subsidence, if the scope of subcontractors work involves digging, excavation, grading, or use of explosives.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$300,000 each accident. For those subcontractors subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement # MCS-90 should be attached to the policy, with a primary limit of at least \$300,000 each accident.

Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage should be included. Any deductible under this policy must be disclosed and will be fully assumed by the subcontractor.

CERTIFICATES OF INSURANCE/ADDITIONAL INSURED REQUIREMENTS

Prior to commencing work and throughout the Subcontract term and any extensions thereof, as a material term of the Subcontract, Subcontractor shall provide RA-LIN and Associates, Inc. with certificates of insurance using the ACORD form or its equivalent executed by a duly authorized representative of each insurer and with copies of any necessary riders or endorsements attached, in a form reasonably acceptable to RA-LIN and Associates, Inc., evidencing that Subcontractor's insurance coverage is in compliance with the insurance requirements set forth in this Schedule "D" and in the Contract Documents.

All insurance policies shall be endorsed to provide at least 60 days prior written notice to RA-LIN and Associates, Inc. of cancellation, non-renewal, and/or material change of any insurance provided pursuant to this Schedule "D" The following wording (or similar wording) "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives", in the Certificate of Insurance or elsewhere shall not relieve the Subcontractors or Insurer of this notice obligation.

RA-LIN and Associates, Inc., the Owner and other entities as may be reasonably requested shall be named as an additional insured under the Commercial General Liability, and Auto Liability policies of insurance, and special policies listed below if applicable, per standard ISO endorsement form CG 2010 (11/85) for ongoing and completed operations. Coverage's shall be maintained by Subcontractor for itself and for the additional insureds for a period of **at least two years following** the completion of the work or for such longer period as required by the Contract Documents. Such insurance shall include cross-liability coverage as provided under standard ISO forms separation of insured clause. It is expressly agreed and understood by and between Subcontractor and RA-LIN and Associates, Inc. that the insurance afforded the additional insureds shall be the primary insurance and that any other insurance carried by RA-LIN and Associates, Inc. shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees to provide endorsements on its insurance policies, and to provide RA-LIN with a copy of such endorsements, which shall state the foregoing and to provide the following language on its insurance certificate to acknowledge compliance with these requirements; however, Subcontractor's failure to provide such endorsements or acknowledgement shall not affect Subcontractor's agreement hereunder:

"RA-LIN and Associates, Inc., the Owner and (other requested entities) are Additional Insured's under these liability insurance policies on a primary and non-contributory basis and such coverage shall comply with the provisions of standard ISO endorsement form CG 2010 (11/85) for ongoing and completed operations. A waiver of subrogation in favor of the above listed parties shall apply to all policies required under this Subcontract."

Failure of RA-LIN and Associates, Inc. to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RA-LIN to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. RA-LIN will have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by RA-LIN.

WAIVER OF SUBROGATION

Subcontractor hereby waives all rights of subrogation against Owner, RA-LIN and Associates, Inc., the Architect and its consultants, and any of Subcontractor's sub-contractors and consultants, and their respective trustees, directors, officers, employees and agents for recovery of damages to the extent those damages are covered by any insurance policies the Subcontractor is required to maintain as set forth herein. Subcontractor agrees to obtain, at its own cost, and deliver to RA-LIN and Associates, Inc. copies of any endorsements necessary to provide such a waiver under the applicable insurance coverage.

SPECIAL COVERAGE – IF APPLICABLE

1. Mold/Fungi – If the scope of Subcontractor's work involves the construction of the building envelope (skin, windows, roof, flashings, etc.), plumbing systems or HVAC systems, or could cause or contribute to water intrusion or the development of "mold", "fungi" or "bacteria", the Subcontractor's general liability policy shall not contain any exclusion for such exposures. If Subcontractor's general liability policy excludes such coverage, then Contractor may require the Subcontractor to carry Pollution Liability Insurance with mold specifically endorsed as a pollutant.

2. Pollution – If the scope of services or work under this Subcontract could result in a potential environmental hazard, including but not limited to, transportation, handling or abatement of hazardous substances, or involve work such as demolition, earthwork, or utilities that could result in a potential environmental exposure, Subcontractor shall purchase and maintain Pollution Liability Insurance which shall be on an occurrence basis with a limit as required by contractor, which shall be not less than \$1,000,000 per claim. If Subcontractor can only provide this insurance on a “claims made” basis, such policy shall provide an “additional reporting period” endorsement providing coverage for at least two years beyond project completion or such longer period of time as specified in the contract documents.
3. Blasting – If the scope of the Subcontractor’s work involves any blasting operations, Subcontractor agrees to provide specific evidence, to the satisfaction of Contractor, that the insurance policy covers such operations.
4. Professional Liability – If the scope of Subcontractor’s work involves the performance of any design/engineering as part of its scope of work, and Subcontractor’s general liability policy excludes such coverage, Subcontractor and engineers working under the Subcontractor shall each have Professional Liability coverage with limits as required by Contractor, which shall not be less than \$1M per claim or the value of the Subcontract, whichever is greater. Unless otherwise agreed to by contractor, this policy shall provide an “additional reporting period” endorsement providing coverage for at least two years beyond project completion or such longer period of time as specified in the contract documents.

PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.