



MCGOUGH STANDARD INSURANCE REQUIREMENTS

B1. Insurance. Prior to commencing any Subcontract Work hereunder, the Subcontractor shall procure, maintain and pay for insurance of the type and with the minimum coverage and limits of liability of the greater of the coverage and limits (i) specified below, (ii) specified in the Contract Documents for subcontractors, or (iii) required by law.

Workers' Compensation	Statutory Limits
Employers' Liability*, including "Stop Gap" coverage and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability*	\$1,000,000 each occurrence \$1,000,000 personal and advertising injury (per offense) \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (applies per project)
Commercial Automobile Liability*	\$1,000,000 any one accident or loss
Contractor's Pollution Liability, including Coverage for mold (if required pursuant to B5 below)	\$1,000,000 each claim or occurrence \$2,000,000 annual aggregate
Professional Liability (Errors & Omissions) (If required pursuant to B6 below)	\$1,000,000 each claim \$2,000,000 annual aggregate
Pollution (Environmental) Liability Insurance (If required pursuant to B7 below)	\$2,000,000 per loss for hazardous waste \$2,000,000 annual aggregate for hazardous waste \$2,000,000 per incident all other waste \$2,000,000 annual aggregate all other waste
Excess / Umbrella Liability	\$5,000,000 each occurrence

*Any combination of higher primary limits and lower umbrella limits is permissible so long as the sum of the primary and umbrella limits held by Subcontractor is equal to the sum of the primary and Excess / Umbrella Liability limits listed above.

- B2. Commercial General Liability Insurance.** Commercial General Liability insurance required under this Subcontract shall be on ISO Form CG 00 01 or its equivalent and include coverage for liability arising from premises, operations, independent contractors, products-completed operations including construction defect, contractual liability, personal injury, and advertising injury. There shall be no limitations or exclusions of coverage beyond those contained in the standard coverage form. To the extent that Subcontractor's Commercial General Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to the Project.
- B3. Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance required under this Subcontract shall be on ISO Form CA 00 01, or its equivalent and shall provide coverage for liability for bodily injury and property damage arising from the use or operation of any auto including those owned, hired, non-owned and otherwise operated or used by or on behalf of Subcontractor.
- B4. Excess / Umbrella Liability Insurance.** Excess / Umbrella Liability insurance required under this Subcontract shall follow the form of the Commercial General Liability insurance, Commercial Automobile Liability insurance, and Workers' Compensation Employers' Liability insurance as required in the Subcontract. To the extent that Subcontractor's Excess / Umbrella Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to the Project.
- B5. Contractor's Pollution Liability Insurance.** Contractor's Pollution Liability insurance is required if the Subcontractor's scope of work includes any of the following services: building enclosure systems (including but not limited to: foundations, roofing/flashing, moisture/vapor barriers, exterior windows, curtain wall/storefront, Stucco/plaster/EIFS, exterior masonry, exterior rough carpentry, exterior wall panels, exterior caulking, waterproofing), drywall, insulation, fireproofing, MEP trades (including but not limited to: heating, ventilating, air conditioning systems and controls, electrical, plumbing, sprinklers/fire protections), excavating and intrusive site-work (including but not limited to: earthwork/excavation, underground utilities, Geo piers/caissons/piling) and abatement work.

Contractor's Pollution Liability insurance required under this Subcontract shall include coverage for bodily injury, property damage and environmental damage, including clean-up costs, resulting from pollution conditions that arise from the Subcontractor's scope of services (ongoing and completed). Such coverage shall include affirmative coverage for mold/fungus and transportation and shall cover costs, charges and expenses incurred in the investigation, settlement or defense of claims. If Subcontractor's scope of services includes disposal of waste or hazardous materials off-site, coverage shall extend to the disposal, treatment and/or storage site(s) utilized.

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Subcontract, and coverage is continuously maintained during all periods in which Subcontractor performs Subcontract Work, and for a period of five (5) years after Subcontractor completes its Subcontract Work, or such longer period as the Contract Documents may require.

- B6. Professional Liability Insurance.** If Subcontractor's scope of services include any design, architectural, engineering, professional consulting, construction management, surveying or other professional services, Professional Liability insurance covering claims arising from acts, errors or omissions in the performance or non-performance of such services is required.

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Subcontract, and coverage is continuously maintained during

all periods in which Subcontractor performs Subcontract Work, and for a period of five (5) years after Subcontractor completes its Subcontract Work, or such longer period as the Contract Documents may require. If Subcontractor's scope of work includes environmental engineering or consulting, the terms of coverage shall contemplate such environmental professional services and shall not contain a pollution exclusion.

- B7. Pollution (Environmental) Liability Insurance.** If Subcontractor's scope of services includes disposal of waste or hazardous materials off-site, the Subcontractor shall obtain a certificate of insurance evidencing Pollution (Environmental) Liability insurance from the disposal site operator which shall meet all statutory and regulatory limit requirements. Coverage shall include bodily injury, property damage and environmental damage, including clean-up costs, resulting from pollution conditions on, at or emanating from disposal site, treatment or storage facility accepting waste including costs, charges and expenses incurred in the investigation, settlement or defense of claims.

Claims-made coverage is permitted, provided coverage is continuously maintained for a period of five (5) years after Subcontractor completes its Subcontract Work, or such longer period as the Contract Documents may require.

- B8. Watercraft Liability Insurance.** Watercraft Liability insurance is required if watercraft of any kind is used by Subcontractor on the Project. Watercraft liability insurance must cover: (i) bodily injury; (ii) property damage; and (iii) passenger liability, and meet the following requirements:

- a. Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage), \$1,000,000 each occurrence;
- b. Protection and Indemnity Insurance to include Jones Act crew coverage (or at least Maritime Employer's Liability: MEL), collision, tower's liability and wreck removal coverage, on a form providing coverage no less extensive than that afforded in the P & I SP-23 form (revised 1/56), including a pollution buy-back endorsement.

- B9. Aircraft Liability Insurance.** Aircraft Liability insurance is required if aircraft of any kind is used by Subcontractor on the Project. Aircraft liability insurance must cover: (i) bodily injury; (ii) property damage; and (iii) passenger liability, and meet the following requirements:

- a. Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage and Passenger Liability), including hull physical damage insurance for the full replacement cost of each aircraft used in the work. Such Aircraft Liability and Hull Coverage shall include a waiver of subrogation against Contractor and all others required by this Agreement to be additional insured. \$1,000,000 per seat; \$10,000,000 per occurrence.

- B10. Additional Insurance Provisions:**

B10.1 Additional Insured Requirements. The Subcontractor shall endorse the Commercial General Liability, Commercial Automobile Liability, Excess / Umbrella Liability and Contractor's Pollution Liability (if coverage is required pursuant to B5) policies to add the Contractor, its officers, directors, and employees, the Owner, and all other persons required in the Contract Documents, as additional insureds with respect to liability arising out of operations performed or completed for the Contractor and the Owner by the Subcontractor. The additional insured endorsements to Subcontractor's Commercial General Liability policy shall be on ISO Form CG 20 10 04 13(ongoing operations) and CG 20 37 04 13(products-completed operations) or their equivalent. The additional insured endorsements to Subcontractor's Automobile Liability

insurance shall be on ISO Form CA 20 48, or its equivalent. The Excess / Umbrella Liability insurance shall follow form the treatment of the additional insured under the Commercial General Liability and Commercial Automobile Liability policies. Additional insured coverage under the Contractor's Pollution Liability (if coverage is required pursuant to B5) shall apply to both ongoing and completed operations.

Additional insured coverage afforded by Subcontractor's Commercial General Liability, Automobile Liability, Excess / Umbrella Liability and Contractor's Pollution Liability insurance shall be **primary and non-contributing** with respect to any insurance or self-insurance available to Contractor or Owner. Any other insurance or self-insurance maintained by Contractor or Owner, or any additional insured coverage provided by Contractor pursuant to the Contract Documents, shall be excess of, and non-contributory with, the coverage afforded by Subcontractor's Commercial General Liability, Automobile Liability, Excess / Umbrella Liability and Contractor's Pollution Liability insurance, if any.

B10.2 Duration of Insurance. All insurance required pursuant to this Subcontract shall be in force prior to the commencement date of this Subcontract, shall be maintained for the duration of the Project, and Subcontractor agrees to continue to procure and maintain the products-completed operations liability insurance coverage for a minimum of five (5) years after the date the Subcontract Work is substantially complete. All terms and conditions of coverage shall be maintained during this completed operations period, including the required coverage limits and the requirement to provide Contractor and Owner with coverage as an additional insured for completed operations.

B10.3 Property Insurance Waiver of Subrogation. To the extent of coverage afforded by builder's risk or any other first party property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the Subcontractor, the Contractor, the Owner or their respective subcontractors and agents, the Contractor and the Subcontractor agree to waive all rights against (a) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (b) the Owner and the Contractor and any of their contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such first party insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

B10.4 General Waiver of Subrogation. Subcontractor agrees to waive all rights of subrogation against the Contractor, Owner and Architect, and shall cause each of its subcontractors to waive all rights of subrogation against the Contractor, Owner and Architect, their agents and employees, as respects loss, damage, claims, suits or demands, howsoever caused:

- a. To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by Subcontractor or Subcontractor's employees, agents, or sub-subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are, or should be, afforded coverage by the Subcontractor's required or any other insurance maintained by the Subcontractor. This waiver shall apply to all first party property, equipment, vehicle and

workers' compensation claims (unless prohibited under applicable state statutes), and all third party liability claims. This waiver shall apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance maintained by the Subcontractor. If necessary, Subcontractor agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Contractor, Owner, and Architect as required hereunder. Subcontractor further agrees to hold harmless and indemnify Contractor, Owner, and Architect for any loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

- B10.5 Insurance Deductible and Self-insured Retentions Liability.** The Subcontractor shall be solely responsible for funding deductibles and self-insured retentions maintained by Subcontractor, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving the Contractor or Owner as an additional insured. Any self-insured retention in excess of \$50,000 must be declared and approved by Contractor.
- B10.6 Primary/Non-Contributing.** Subcontractor's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the Contractor or Owner shall be excess of and non-contributory with Subcontractor's insurance.
- B10.7 Severability of Interest.** Except with respect to the limits of insurance, Subcontractor's required insurance shall apply separately to each insured or additional insured.
- B10.8 Rating of Insurance Provider.** The Subcontractor shall maintain in effect all insurance coverage required under this Subcontract, or by the other Contract Documents, at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor, with a current A.M. Best Company Rating of not less than A- VII or better, and authorized to transact business in the state where the Work will be performed by Subcontractor.
- B10.9 Notice of Cancellation and Modification.** All insurance policies shall contain a provision that coverage afforded thereunder shall not be cancelled without thirty (30) days' prior written notice to the Contractor and to each additional insured to whom a certificate of insurance has been issued; provided, however, that a ten (10) day prior notice requirement may apply in the event of cancellation due to nonpayment of premium. In addition, Subcontractor shall also provide to Contractor a copy of any notices of cancellation or modification of any insurance policies within ten (10) days of receipt.
- B10.10 Verification of Coverage.** Certificates of insurance for all policies required by this Subcontract (including copies of all additional insured endorsements) shall be filed with the Contractor prior to the start of the Subcontract Work. Such Certificates of Insurance shall be in a form acceptable to the Contractor, shall specifically designate the name of the project for which the certificate is required, and shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including evidence that the Contractor, the Owner, and the other persons required by the Contract Documents have been added as additional insureds.

Certified copies of policies, including all policy endorsements, shall be furnished by Subcontractor within 15 days of written request by General Contractor.

The certificate(s) of insurance shall be subject to approval by Contractor, but failure of Contractor to request such certificate or other evidence of Subcontractor compliance with

insurance requirements, or failure of General Contractor to identify deficiencies from evidence that is provided, shall in no way limit or relieve Subcontractor of its obligations to maintain such insurance.

B10.11 No Representation of Coverage Adequacy. In specifying minimum Subcontractor insurance requirements, Contractor does not represent that such insurance is adequate to protect Subcontractor for loss, damage, or liability arising from its Work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Subcontractor of liability in excess of such coverage, nor shall it preclude Contractor from taking such other actions as is available to it under any other provision of the Subcontract. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations hereunder.

Any acceptance of certificates of insurance by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract, including the duty to indemnify and hold harmless Contractor.

The Contractor does not represent that any builder's risk or property insurance applicable to the Subcontract Work, if any, is adequate to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Subcontractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Subcontract Work.

B10.12 Failure to Provide Insurance. Failure of Subcontractor to maintain the required insurance shall constitute a default under this Subcontract and, at Contractor's option, shall allow Contractor to terminate this Subcontract for cause, withhold payment, and/or obtain such insurance and back charge all costs for such insurance to the Subcontractor.