



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer / Agent Name and Address License #	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Subcontractor Name	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE	\$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	☒ Contractual Liability						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y				PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			Policy Number	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y				BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	Effective Date	Expiration Date	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				Y	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			Policy Number	Effective Date	Expiration Date	Per Occurrence Aggregate	2,000,000 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE - Contractor, its officers, directors, and employees, the Owner, and all other persons required in the contract documents will be included as additional insureds with respect to the General Liability, Automobile Liability and Umbrella/Excess Liability policies. General Liability aggregate limits shall apply "per project". Coverage afforded to the additional insureds will be Primary and Non-Contributory. Waiver of Subrogation in favor of Contractor and Owner, their agents and employees is included on the General Liability, Automobile Liability, Worker's Compensation and Umbrella/Excess policies.
Commercial Automobile Liability insurance required shall be under ISO Form CA 00 01 or its equivalent
Commercial General Liability insurance required shall be under ISO Form CG 00 01 or its equivalent

CERTIFICATE HOLDER

CANCELLATION

McGough Construction Co., LLC	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

EXHIBIT D**MCGOUGH STANDARD INSURANCE REQUIREMENTS**

**PLEASE SUBMIT YOUR CERTIFICATE OF INSURANCE ELECTRONICALLY TO
SUBPREQUAL@MCGOUGH.COM**

- D1. INSURANCE.** Prior to commencing performance of the Services, hereunder, the Consultant shall procure, maintain and pay for insurance of the type and with the minimum coverage and limits of liability specified below, or if greater, any coverage or limits of liability specified in the Contract Documents for Consultants, or required by law, and in no event less than the limits actually obtained by Consultant.
- D2.** Consultant shall procure and maintain the following minimum insurance coverages and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
Commercial General Liability	\$2,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$2,000,000 each accident
Professional Liability Insurance	\$2,000,000 per claim \$2,000,000 aggregate

- D2.1 Commercial General Liability Insurance.** Commercial General Liability insurance required under this Agreement 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 Consultant'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.
- D2.2 Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance required under this Agreement 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 Consultant.
- D2.3 Professional Liability Insurance.** Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Agreement, and coverage is continuously maintained during all periods in which Consultant performs Services, and for a period of five (5) years after Consultant completes its Services, or such longer period as the Contract Documents may require. If Consultant's scope of services

includes environmental, engineering or consulting, the terms of coverage shall contemplate such environmental professional services and shall not contain a pollution exclusion.

D2.4 Property and Equipment Insurance. Consultant's property and equipment insurance required under this Agreement shall insure against loss or damage to all Consultant owned, leased, or borrowed tools, construction equipment, mobile equipment, protective fencing, property of Consultant employees and other similar property owned, leased, or borrowed by the Consultant. Consultant shall be responsible for any deductible or uninsured loss on this policy. Consultant shall require its consultants and sub-consultants to insure their owned or leased equipment in the same manner.

D3. Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

D4. ADDITIONAL INSURED REQUIREMENTS. The Consultant shall endorse the Commercial General Liability, Commercial Automobile Liability, and Umbrella Liability 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 Consultant. The additional insured endorsements to Consultant's Commercial General Liability policy shall be on ISO Form CG 20 10 07 04 (ongoing operations) and CG 20 37 07 04 (products-completed operations) or their equivalent. The additional insured endorsements to Consultant's Automobile Liability insurance shall be on ISO Form CA-20-48, or its equivalent. The Umbrella Liability insurance shall follow from the treatment of the additional insured under the Commercial General Liability and Commercial Automobile Liability policies.

Additional insured coverage afforded by Consultant's Commercial General Liability, Automobile Liability, and Umbrella Liability insurance shall be **primary and non-contributing** with respect to any insurance or self-insurance available to Contractor or Owner. Such primary and non-contributory insurance shall be subject to the terms of ISO Form CG 20 01 (Primary and Noncontributory – Other Insurance Condition) or its equivalent. Any other insurance or self-insurance maintained by Contractor or Owner shall be excess of, and non-contributory with, the coverage afforded by Consultant's Commercial General Liability, Automobile Liability, and Umbrella Liability insurance, if any.

D5. DURATION OF INSURANCE. All insurance required pursuant to this Agreement shall be in force prior to the commencement date of this Agreement, shall be maintained for the duration of the Project, and Consultant 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 Services 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.

D6. 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 Services or the Project or equipment used in the performance of the Services or Project, regardless of whether such insurance is owned by or for the benefit of the Consultant, the Contractor, the Owner or their respective Consultants and agents, the Contractor and the Consultant agree to waive all rights against (a) each other and any of their Consultants, sub-Consultants, agents and employees, each of the other, and (b) the Owner and Owner's separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents or 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. The Contractor and Consultant shall require similar written waivers in favor of the individuals and entities identified above from their respective consultants and -sub-consultants. 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.

- D7. GENERAL WAIVER OF SUBROGATION.** Consultant agrees to waive all rights of subrogation against the Contractor and Owner, and shall cause each of its consultants to waive all rights of subrogation against the Contractor and Owner, their agents and employees, as respects loss, damage, claims, suits or demands, howsoever caused:
- D7.1** To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by Consultant or Consultant's employees, agents, or sub-consultants; and
- D7.2** To the extent such loss, damage, claims, suits or demands are, or should be, afforded coverage by the Consultant's required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Consultant. 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 (except professional liability to which this requirement does not apply) maintained by the Consultant. If necessary, Consultant agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Contractor and Owner as required hereunder. Consultant further agrees to hold harmless and indemnify Contractor and Owner, for any loss or expense incurred as a result of Consultant's failure to obtain such waivers of subrogation from the insurers.
- D8. INSURANCE DEDUCTIBLE AND SELF-INSURED RETENTIONS LIABILITY.** The Consultant shall be solely responsible for funding deductibles and self-insured retentions maintained by Consultant, 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.
- D9. PRIMARY/NON-CONTRIBUTING.** Consultant'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 Consultant's insurance.
- D10. SEVERABILITY OF INTEREST.** Except with respect to the limits of insurance, Consultant's required insurance shall apply separately to each insured or additional insured.
- D11. RATING OF INSURANCE PROVIDER.** The Consultant shall maintain in effect all insurance coverage required under this Agreement, or by the other Contract Documents, at the Consultant'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 Services will be performed by Consultant.
- D12. 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, Consultant shall also provide to Contractor a copy of any notices of cancellation or modification of any insurance policies within ten (10) days of receipt.

- D13. VERIFICATION OF COVERAGE.** Certificates of insurance for all policies required by this Agreement (including copies of all additional insured endorsements) shall be filed with the Contractor prior to the start of the Services performed. 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 Consultant 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 Consultant 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 Consultant compliance with insurance requirements, or failure of General Contractor to identify deficiencies from evidence that is provided, shall in no way limit or relieve Consultant of its obligations to maintain such insurance.

- D14. NO REPRESENTATION OF COVERAGE ADEQUACY.** In specifying minimum Consultant insurance requirements, Contractor does not represent that such insurance is adequate to protect Consultant for loss, damage, or liability arising from its Work. Consultant 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 Consultant 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 Agreement. To the extent Consultant maintains insurance greater than these minimum requirements; Consultant agrees that such insurance shall be applicable to any of Consultant's liability obligations hereunder.

Any acceptance of certificates of insurance by Contractor shall in no way limit or relieve Consultant of its duties and responsibilities under this Agreement, 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 Services performed, if any, is adequate to protect the interests of the Consultant. It shall be the obligation of the Consultant to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Consultant should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Services performed.

- D15. FAILURE TO PROVIDE INSURANCE.** Failure of Consultant to maintain the required insurance shall constitute a default under this Agreement and, at Contractor's option, shall allow Contractor to terminate this Agreement for cause, withhold payment, and/or obtain such insurance and back charge all costs for such insurance to the Consultant.

[END OF SECTION]