



## **Exhibit F - Insurance Requirements**

**1. General Requirements.** Subcontractor shall, at its sole expense, maintain in effect at all times, as required under the Contract Documents, insurance coverage with limits not less than those required by the Contract Documents so as to protect the Project's owner, Contractor, and their respective employees, agents and invitees, from claims of any kind which may arise out of or result from Subcontractor's performance of the Work, whether performed individually or collectively by Subcontractor, any subcontractor or supplier of any tier, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The stated limits of insurance required by this Exhibit are minimums only and it shall be the Subcontractor's exclusive responsibility to determine what additional limits are adequate, and the length of time the coverage shall be maintained, to fully meet its obligations under this Subcontract. The minimum limits may be basic policy limits or any combination of primary limits and umbrella limits. Subcontractor shall pay all deductibles and self-insured retention amounts associated with the required insurance. The amount of deductible and self-insured retention for the insurance coverage required by the Contracts Documents shall not exceed \$5,000 per occurrence. No form or endorsement shall be deemed equivalent to a form or endorsement specified herein unless Contractor determines that such form or endorsement is equivalent and acceptable. Subcontractor shall provide proof of coverage including, but not limited to, a current Certificate of Insurance upon request by Contractor. Subcontractor shall provide Contractor with written notice within three (3) business days of first knowing or having reason to know that any insurance required by the Contract Documents will expire, be cancelled or be modified. Subcontractor shall keep all coverages required hereunder for a period of three (3) years or for the statute of limitations or repose applicable to breach of contract and/or tort claims in the state in which the Project is located, whichever is longer.

**2. Standards.** Insurance coverage shall be procured from reputable insurers licensed to do business in the state in which the Project is located, and such insurers shall maintain a current A.M. Best rating of at least "A," a Financial Size Category of a "VII" or better, and being Treasury rated at a level satisfactory to Contractor. All insurance policies shall be of an "Occurrence" type except Professional Liability Insurance coverage. "Claims Made" type policies shall not be permitted otherwise.

**3. Certificates of Insurance.** Subcontractor shall furnish to Contractor evidence of the insurance coverage required to be maintained by the Subcontractor and its subcontractors hereunder, including Certificates of Insurance issued by the insurance carrier, prior to Subcontractor commencing performance of the Work. The Certificates of Insurance shall state that Contractor will be notified in writing thirty (30) days prior to a cancellation, material change, or non-renewal of insurance.

**4. Minimum Limits.**

a. Worker's Compensation Coverage A Statutory Benefits, in required statutory limits, and Coverage B Employers Liability limits of not less than \$1,000,000 for each occurrence, \$1,000,000 Disease for each occurrence, and \$1,000,000 Policy Limit covering: worker's compensation, disability benefit and other similar employee benefit acts applicable to the Work; the Umbrella Liability shall attach to Part Two of the Worker's Compensation Insurance; add NCCI form WC 00 003 13 or equivalent for subrogation waiver; Item 1.A. of the Information Page shall identify Project's state or Item 3.C. of the Information Page shall provide "All U.S. states and territories except North Dakota, Ohio, Washington, Wyoming, Puerto Rico, and the U.S. Virgin Islands and any state identified for Part One Coverage"; if the Project's state is not identified in Item 1.A. of the Information Page, Subcontractor must cause its workers compensation carrier to notify in writing the agency charged with administration of the workers compensation program in the Project's state of Subcontractor's intentions to work in that state; endorsement for stop gap employers liability NCCI form WC 34 13 01 or its equivalent if Project is in Ohio or NCCI form WC 00 03 03C or its equivalent if Project is in North Dakota, Washington or Wyoming.

b. General Liability Insurance on an unmodified ISO form CG 00 01 10 01 or its equivalent of not less than \$1,000,000 for each occurrence, \$2,000,000 Aggregate, Premises, & Completed Operations, \$1,000,000 Personal and Advertising Liability, \$5,000 Medical Payments, \$100,000 Damage to Rented Premises covering: claims for damages because of bodily injury, sickness or disease, death of any person other than Subcontractor's employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as result of an offense directly or indirectly related to employment of such person by Subcontractor, or (2) by another person; claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and claims involving contractual liability insurance application to the Subcontractor's obligation under this contract i.e., Subcontractor agrees to Indemnify and Hold Harmless leaseholder and land owner from any and all claims arising out of Subcontractor's operations under this Subcontract. The General Liability insurance shall not include a deductible or self-insured retention amount imposed on a per claim basis. The General Liability policy listed on the certificate to be supplied to Contractor, as this policy relates to the Work, shall not contain restrictive clauses which would limit the insurance based on the Work performed. Broad Form Contractual Liability Insurance, Completed Operations Liability Insurance, and Independent Contractors Coverage shall be provided under the General Liability policy for subcontractors. Subcontractors required Liability limits shall be endorsed such that any "Aggregate Limit" applies only on a "per project" basis by using CG 25 03 05 09 or its equivalent. The policy shall include the following as part of any exclusion for "your work": "This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf or by a subcontractor". The policy shall include the following



unmodified ISO form endorsements or their equivalents: CG 20 01 04 13 Primary and Noncontributory Endorsement; CG 24 04 05 09 Waiver of Subrogation Endorsement; and CG 22 80 07 98 Contractor's Professional Liability. The policy shall not include any of the following ISO form endorsements or their equivalents: CG 22 43 Professional Liability; CG 21 39 Contractual Liability Limitation; CG 24 26 Amendment of Insured Contract Definition; CG 21 42 or CG 21 43 Explosion, Collapse and Underground Property Damage Hazard; CG 22 94 or CG 22 95 Damage to Work Performed by Subcontractors on Your Behalf; CG 21 44 Limitation of Coverage to Designated Premises or Project; any Construction Defect Completed Operations exclusion; and/or any over action or "third-party over action" exclusion.

c. Comprehensive Automobile Liability (Including coverage for liability arising out of owned, non-owned, and hired autos): Bodily Injury Liability, \$1,000,000 anyone accident/\$1,000,000 anyone occurrence; Property Damage Liability and Loss of use thereof, \$1,000,000 anyone occurrence. The policy must include Waiver of Subrogation, Additional Insured status in favor of Contractor and Owner, and Primary and Non-Contributory Liability endorsements.

d. Equipment (if lease, rent, borrow or use Contractor's equipment): Limits in an amount equal to or greater the full replacement cost of any such equipment. The policy shall include coverage for all rental expenses for replacing equipment damaged by a covered loss. The policy shall be primary and non-contributory.

e. Professional Liability: If the Work includes or requires the rendition of engineering, architectural, design or other professional services, Subcontractor shall secure and maintain Professional Liability Insurance. \$1,000,000 per claim or wrongful claim. The policy shall include an amended contractual liability exclusion so that the exclusions does not apply to liability assumed by the Insured under its standard service agreement. The policy shall also include amended bodily injury and property damage exclusion(s) so as to provide coverage for claims resulting from acts or omissions of the Insured in the performance of services where the act or omission was the proximate cause.

f. Contractor's Pollution Liability: Subcontractors performing site work, site utilities, roof, concrete, plumbing, mechanical, HVAC, drywall or EIFS Work shall secure and maintain Contractor's Pollution Liability Insurance coverage. \$1,000,000 minimum limits.

g. Umbrella Liability: \$2,000,000 combined single limit anyone occurrence in excess of and concurrent to the above policies. Aggregate limit of \$2,000,000. The policy shall include the following as part of any exclusion for "your work" under the umbrella policy: "This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf or by a subcontractor". The policy shall include an endorsement making the required limits such that any "Aggregate Limit" applies only on a "per project" basis. The policy shall include an endorsement making the umbrella liability policy primary and non-contributory after Subcontractor's General Liability Insurance policy limits or, if applicable and less, sublimit for a claim have been exhausted with Contractor's, Owners, and other party's own liability coverage remaining excess and non-contributory. The policy shall be no less broad than all coverages provided in this Exhibit and shall include a drop-down provision.

h. Subcontractor shall purchase such insurance as may be required for the protection of his own tools and construction equipment as he may desire. Contractor does not assume any liability for temporary tools and equipment of others, prior to starting work, Subcontractor shall require his insurance carrier or agent to complete and return to Contractor a Certificate of Insurance, in a form satisfactory to Contractor, evidencing the required Insurance coverages for subcontractors. However, Subcontractor's failure to provide such Certificate of Insurance prior to commencing work does not release Subcontractor from liability from any claims whatsoever and Subcontractor hereby agrees to release, defend and hold harmless Contractor for any liabilities arising from Subcontractor's Work during such time and until such date when Subcontractor provides said Certificate of Insurance, which shall be backdated to the date Subcontractor's Work commenced.

**5. Additional Insured.** Subcontractor shall provide Contractor with an additional insured endorsement on ISO form CG20 10 11 85 or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 identifying the Project and naming Contractor, Owner and any other parties Contractor is required to provide additional insured status to the contract between owner and contractor as Additional Insureds. Subcontractor shall also provide Contractor with an endorsement making the Contractor an additional insured under the Umbrella Liability policy for ongoing operations and completed operations hazard. If Subcontractor leases, rents, borrows or uses Contractor's equipment, Subcontractor shall provide Contractor with (1) an additional insured endorsement on ISO form CG 20 28 11 85 or its equivalent for the General Liability Policy and (2) an additional insured endorsement on the Contractor's Equipment policy, all naming Contractor as an Additional Insured. All additional insured endorsements required hereunder must make the Subcontractor's policies primary and non-contributory with the Contractor's, Owner's, and other parties' own liability coverage to be excess and non-contributory and further endorse or otherwise require the insurance company(ies) to give a minimum of 30 days' prior written notice to the Additional Insureds should any of Subcontractor's insurance policies be cancelled or renewal refused. Subcontractor shall provide a copy of all additional insured endorsement(s) required under this section prior to Subcontractor commencing performance of the Work.

Rev. 2/18/19