



HOURIGAN STANDARD INSURANCE REQUIREMENTS

MORE STRINGENT COVERAGES AND/OR LIMITS MAY BE REQUIRED BASED UPON PROJECT SPECIFIC REQUIREMENTS

Subcontractors, Sub-subcontractors or Agents, Designers, Consultants and Architects and Engineers shall provide Insurance Certificate(s) evidencing Insurance Coverage(s) that meet or exceed the coverage limits for the policies required as indicated below:

1. REQUIRED COVERAGE - ALL SUBCONTRACTORS SHALL PROVIDE THE FOLLOWING COVERAGES *(See Instructions Page 3)*

- a) **WORKERS COMPENSATION INSURANCE** STATUTORY AS REQUIRED BY VIRGINIA LAW. EMPLOYER'S LIABILITY:
 - Each Accident \$ 1,000,000.00
 - Disease - Each Employee \$ 1,000,000.00
 - Disease - Policy Limit \$ 1,000,000.00

- b) **COMMERCIAL GENERAL LIABILITY INSURANCE... OCCURRENCE FORM:**
 - General Aggregate..... PER PROJECT BOX CHECKED \$ 2,000,000.00
 - Products and Completed Operations \$ 2,000,000.00
 - Personal and Adv. Injury..... \$ 1,000,000.00
 - Each Occurrence..... \$ 1,000,000.00
 - Fire Damage..... ANY ONE FIRE \$ 100,000.00
 - Medical Expense..... ANY ONE PERSON \$ 5,000.00

- c) **AUTOMOBILE LIABILITY INSURANCE**..... ANY AUTO, HIRED AUTOS & NON-OWNED AUTOS CHECKED:
 - Combined Single Limit \$ 1,000,000.00

- d) **EXCESS/ UMBRELLA LIABILITY INSURANCE** OCCURRENCE FORM:
 - Each Occurrence..... \$ 3,000,000.00
 - Aggregate Limit \$ 3,000,000.00
 - Retention \$ 10,000.00

2. ADDITIONAL COVERAGE..... POLLUTION LIABILITY INSURANCE

All Subcontractors performing Demolition, Abatement, Epoxy Coatings, and any work where Pollution and/or Hazardous Material Exposure may exist shall provide "**Pollution Liability Coverage**" with the Certificate stating "**Pollution Liability includes coverage for Asbestos and Lead Paint Abatement and Other Hazardous Materials**", and minimum limits as follows:

- Each Occurrence..... \$ 2,000,000.00
- General Aggregate..... LIMIT APPLIES "**PER PROJECT**" \$ 2,000,000.00
- Deductible CERTIFICATE MUST STATE THE APPLICABLE DEDUCTIBLE

3. ADDITIONAL COVERAGE..... PROFESSIONAL LIABILITY INSURANCE *See 3.C for REQUIRED CONDITIONS*

A. FOR SUBCONTRACTORS, SUB-SUBCONTRACTORS OR AGENTS:

If Subcontractor or any of its Sub-subcontractors or agents will provide any design, engineering or other professional services under the Subcontract Documents, Professional Liability Insurance shall be provided covering Subcontractor and Sub-subcontractors, and their respective professionals, for liability for negligent acts, errors, or omissions, arising out of the performance of the Subcontractor Work.

- Per Claim Limit..... \$ 1,000,000.00
- Policy Aggregate Limit \$ 1,000,000.00

B. FOR DESIGNERS, CONSULTANTS AND ARCHITECTS & ENGINEERS:

Professional Liability Insurance shall be provided covering their respective professionals for liability for negligent acts, errors, or omissions, arising out of the performance of their Work.

- Per Claim Limit..... \$ 1,000,000.00
- Policy Aggregate Limit \$ 1,000,000.00

C. CONDITIONS (Applicable to 3.A and 3.B):



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- 1) State that policy contains an endorsement for Contractual Liability.
- 2) State that policy affords coverage on a claims made basis.
- 3) Claims made policies must be renewed for a minimum of three years after the date of project completion, with evidence being submitted to Hourigan Construction Corp. prior to the expiration of current coverage.
- 4) Claims made policies not renewed must have a minimum three-year discovery period (*tail coverage*), starting from the date of project completion or original policy expiration, whichever is later.
- 5) If policy expirations occur prior to project completion, evidence of renewal coverage must be received by Hourigan Construction Corp. two weeks prior to the expiration.
- 6) **CANCELLATION CLAUSE:** Thirty (30) days written notice of cancellation to HCC is required. In addition, the **GOVERNMENT CANCELLATION CLAUSE** applies when working on government jobs: "*Cancellation or any material change in the policies adversely affecting the interests of the Government, in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after the insurer or the contractor gives written notice thereof to the contracting officer, whichever is longer.*" **NOTE: Both clauses must be referenced on Certificates of Insurance to ensure compliance on all jobs – private and government.**
- 7) Certificate must include retroactive date or state that full prior acts are covered (*Retroactive date must be prior to the commencement of service on any project*).

END - ADDITIONAL COVERAGE - PROFESSIONAL LIABILITY INSURANCE



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INSTRUCTIONS

1. **ALL SUBCONTRACTORS** - EACH SUBCONTRACTOR'S CERTIFICATE(S) SHALL REFLECT:

- a) **CERTIFICATE HOLDER:** Name Hourigan Construction Corp. ("HCC") as the Certificate Holder and be sent to:
Insurance Administrator
Hourigan Construction Corp.
4429 Bonney Road, Suite 200, Virginia Beach, VA 23462
Fax to: 757.499.3438 / Email to: insurance@houriganconstruction.com
- b) **Provide a Blanket Additional Insured Endorsement adding as an additional insured each party identified in the Prime Contract, as respects to liabilities arising out of Subcontractor's work under this contract (including Products / Completed Operations) on the ISO CGL Endorsement CG 20 33 07 04 (or equivalent) for on-going operations AND CG 20 37 07 04 (or equivalent) for completed operations. For the purpose of this agreement, endorsements referencing "ongoing operations" shall be defined as both the active operations at the jobsite and the completed operations of the subcontractor.**
- c) **The parties intend that the insurance coverage required hereunder and / or provided by the Subcontractor apply on a primary basis with any other insurance policy of the General Contractor, the Owner and those additional insured entities as identified in the Prime Contract being excess and not contributing. Such Primary Wording shall be included on the Blanket Additional Insured Endorsement.**
- d) **PRIMARY / NON-CONTRIBUTORY:** General Liability and Excess/Umbrella Liability policies must be primary and non-contributory, to Hourigan Construction Corp.'s insurance coverages.
- e) **PER PROJECT:** General Liability aggregate limit must apply on a "Per Project" basis.
- f) **XCU:** XCU coverage must apply with no exclusions.
- g) **CONTRACTUAL LIABILITY:** Contractual liability must be included in the General Liability.
- h) **WAIVER OF SUBROGATION:** General Liability and Excess/Umbrella Liability, Automobile Liability, Workers Comp., (and Pollution Liability as applicable), must include a Blanket Waiver of Subrogation Endorsement in favor of each party identified in the Prime Contract, as respects to liabilities arising out of Subcontract's work under this contract (including Products / Completed Operations).
- i) **A. M. BEST RATING:** Subcontractor's insurer/insurers shall maintain a rating of A- VII or Better, as established by the A. M. Best Company.
- j) **CANCELLATION CLAUSE:** Thirty (30) days written notice of cancellation to HCC is required. In addition, the applies when working on government jobs: "*Cancellation or any material change in the policies adversely affecting the interests of the Government, in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after the insurer or the contractor gives written notice thereof to the contracting officer, whichever is longer.*" **NOTE: Both clauses must be referenced on Certificates of Insurance to ensure compliance on all jobs – private and government.**
- k) **ENDORSEMENTS:** The endorsements listed below (Or policy forms providing compliance with the above requirements), must be provided with the Certificate(s) of Insurance:
 - a. Blanket Additional Insured Endorsement CG 20 33 07 04 for on-going operations (or equivalent)
 - b. Blanket Additional Insured Endorsement CG 20 37 07 04 for completed operations (or equivalent)
 - c. Blanket Waiver of Subrogation Endorsement
- l) **PRODUCTS / COMPLETED OPERATIONS:** Products / Completed Operations Coverage shall be maintained for a minimum period of Two (2) years from the date of Final Payment.

END