



INSURANCE COVERAGE REQUIREMENTS

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

Subcontractors, Sub-subcontractors, Subcontractor’s Designers, Consultants and/or Agents (“Subcontractors”) 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 MINIMUM COVERAGES - THE FOLLOWING MINIMUM COVERAGES SHALL BE PROVIDED** (See **Instructions** Page3):

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 ONLY:**

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
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d) **EXCESS/ UMBRELLA LIABILITY INSURANCE OCCURRENCE FORM ONLY:**

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	

If Subcontractor’s Pollution Liability policy is combined with Subcontractor’s General Liability policy, the Excess/Umbrella MINIMUM LIMITS must be increased by the Pollution Liability MINIMUM LIMIT values stated above.

The pollution policy must apply to the liability arising out of the use of vehicles to transport pollutants or contaminants; or the auto policy must be endorsed – see required conditions item 9.

3. **ADDITIONAL COVERAGE**

PROFESSIONAL & DESIGN LIABILITY INSURANCE.....See “REQUIRED CONDITIONS” below:

If Subcontractor or any of its Sub-subcontractors, Consultants or agents will provide any design, engineering or other professional services under the Subcontract Documents, Professional & Design 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.



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Per Claim Limit.....	LIMIT APPLIES "PER PROJECT"	\$2,000,000.00
Policy Aggregate Limit.....	LIMIT APPLIES "PER PROJECT"	\$2,000,000.00

4. **ADDITIONAL COVERAGE**

..... **DRONE INSURANCE**..... See "REQUIRED CONDITIONS" below:

If Subcontractor or any of its Sub-subcontractors, Consultants or agents utilize the use of a drone, Drone 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.....	LIMIT APPLIES "PER PROJECT"	\$1,000,000.00
Policy Aggregate Limit.....	LIMIT APPLIES "PER PROJECT"	\$1,000,000.00

If Subcontractor's Professional Liability policy is combined with Subcontractor's General Liability policy, the Excess/Umbrella MINIMUM LIMITS must be increased by the Professional Liability MINIMUM LIMIT values stated above.

REQUIRED CONDITIONS:

- 1) The **PROJECT NAME** and the **HOURIGAN CONSTRUCTION PROJECT NUMBER** must be identified on Insurance Certificate(s) and Endorsements.
- 2) State that policy contains an endorsement for Contractual Liability.
- 3) State that policy affords coverage on a claims made basis or on an occurrence basis.
- 4) 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 prior to the expiration of current coverage.
- 5) 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.
- 6) If policy expirations occur prior to project completion, evidence of renewal coverage must be received by Hourigan Construction two (2) weeks prior to the expiration.
- 7) **CANCELLATION CLAUSE:** Thirty (30) days written notice of cancellation to Hourigan Construction 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."*
- 8) Certificate(s) 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*).
- 9) Auto policy must include: Pollution Liability – broadened coverage for Autos (form CA 99 48) as well as the MCS-90 endorsement
- 10) All subcontractors are required to cover the cost of the first \$2,500 of any builder's risk claim for which they were at fault in whole or in part.
- 11) Property in Transit – All subcontractors are required to provide insurance with a limit at least equal to its value of any property in transit to the jobsite that is in the subcontractors care, custody and control.

END - ADDITIONAL COVERAGE - PROFESSIONAL & DESIGN LIABILITY INSURANCE

(See INSTRUCTIONS – Page 3)

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
INSTRUCTIONS**

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

- 1. CERTIFICATE HOLDER:** Name Hourigan Construction as the Certificate Holder and shall be sent to:
 Hourigan Construction Corp.
 411 E. Franklin Street, Suite 400, Richmond, VA 23219
 Email to: insurance@hourigan.group
- 2.** 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.
- 3.** 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
- 4. ONGOING 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 designer.
- 5. PRIMARY / NON-CONTRIBUTORY:** General Liability and Excess/Umbrella Liability policies (and Professional and Pollution policies as applicable) must be primary and non-contributory, to Hourigan insurance coverages.
- 6. PER PROJECT:** Professional & Design Liability Limits **AND** General Liability Aggregate Limit must apply on a **"Per Project"** basis.
- 7. XCU:** XCU coverage must apply with no exclusions.
- 8. CONTRACTUAL LIABILITY:** Contractual liability must be included in the General Liability.
- 9. WAIVER OF SUBROGATION:** General Liability and Excess/Umbrella Liability, Automobile Liability, Workers Comp., (and Pollution Liability and Professional Liability as applicable), must include Waiver of Subrogation (including Products/Completed Operations) in favor of:
- 10.A. M. BEST RATING:** All Insurer/insurers shall maintain a rating of **A-VII or Better** as established by the A. M. Best Company.
- 11. CANCELLATION CLAUSE:** Thirty (30) days written notice of cancellation to Hourigan Construction 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."*
- 12. ENDORSEMENTS:** The endorsements listed below (Or policy forms providing compliance with the above requirements if allowed by Prime Contract), must be provided with the Certificate(s) of Insurance:
 - 1) General Liability Additional Insured for Ongoing AND Completed Operations per CG 20 10 11 85, or Equivalent Form(s) subject to acceptance (Specify endorsements required by Prime Contract AND state if no others acceptable per Prime Contract).
 - 2) Auto Additional Insured.
 - 3) Pollution Additional insured (As applicable).
 - 4) General Liability Waiver of Subrogation.
 - 5) Workers Comp. Waiver of Subrogation.

6) Pollution Waiver of Subrogation (*As applicable*).

7) Auto forms to be added: CA 9948 and MCS-90

13. PRODUCTS / COMPLETED OPERATIONS: Products / Completed Operations Coverage shall be maintained for the greater period of either **(1)** that period required by any common law or statutory limitation of action for written contracts of the State in which the Project is located or **(2)** that period required by the Prime Contract.

END