

# INSURANCE RIDER

## SUBCONTRACT EXHIBIT D

The Subcontractor will maintain the below listed insurance coverages with companies satisfactory to Tocci Building Corporation., for the full term of its Subcontract. The Subcontractor shall not change insurance companies during the term of its Subcontract, without Tocci Building Corporation's approval (such approval shall not unreasonably be withheld). Failure to maintain the coverages required by this Rider shall be grounds for termination of the Subcontract. The Subcontractor shall not be entitled to any increase in the Subcontract Amount due to increased insurance premiums.

The Subcontractor will furnish Tocci Building Corporation with confirming Certificates of Insurance that include a copy of the Additional Insured Endorsement that is part of Subcontractor's Commercial General Liability Policy prior to entering any work at the Project Site. Each Certificate shall confirm that the insurance will not be cancelled, materially altered or any reduction of any limit with less than 30 days written notice by Registered Mail to Tocci Building Corporation. If requested by Tocci Building Corporation, the Subcontractor will furnish originals or certified copies of insurance policies including all endorsements required to provide states coverage.

The Subcontractor is to provide Tocci Building Corporation, with copies of a certificate of insurance provided by Sub-subcontractors to the Subcontractor for the same limits as required below. Sub-subcontractors are not to go on the Project until such evidence of insurance is on file in Tocci Building Corporation's home office.

**ALL CERTIFICATES OF INSURANCE SHALL PROVIDE EVIDENCE THAT TOCCI BUILDING CORPORATION, AND THE OWNER, AND ANY AFFILIATE OF EITHER ARE ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS FOR COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY. THE FOLLOWING SHALL BE INCLUDED IN THE "COMMENT" SECTION OF THE CERTIFICATE:**

"ADDITIONAL INSURED – TOCCI BUILDING CORPORATION, AND ANY PERSON OR ORGANIZATION REQUIRED TO BE AN ADDITIONAL INSURED BY REASON OF ANY CONTRACT OR AGREEMENT WITH TOCCI BUILDING CORPORATION, SHALL BE DEEMED A PRIMARY ADDITIONAL INSURED ON A NON-CONTRIBUTORY BASIS."

**THE INSURANCE CERTIFICATE MUST INCLUDE THE ABOVE REFERENCED ADDITIONAL INSURED PARAGRAPH. WHEN THIS PARAGRAPH IS INCLUDED THE INSURANCE CERTIFICATE IS GOOD FOR ALL PROJECTS THAT THIS SUBCONTRACTOR IS OR MAY WORK ON FOR THE DURATION OF THE CERTIFICATE. IF A CERTIFICATE WITH THE CORRECT WORDING HAS BEEN PROVIDED ANOTHER CERTIFICATE IS NOT NEEDED UNTIL THE EXPIRATION DATE OF THE CERTIFICATE. THE CERTIFICATE SHOULD NOT REFERENCE ANY SPECIFIC PROJECT. IF THIS IS NOT LISTED THE INSURANCE WILL BE REGARDED AS NOT SENT TO TOCCI BUILDING CORPORATION AND TOCCI BUILDING CORPORATION WILL HOLD ALL PAYMENT FOR WORK COMPLETED UNLESS AND UNTIL THE CERTIFICATE IS RECEIVED IN TOCCI BUILDING CORPORATION'S HOME OFFICE.**

Insurance required is:

1. Worker's compensation insurance with statutory limits in accordance with applicable state laws (including Employer's Liability Insurance with limits totaling not less than \$500,000 each accident, \$500,000 policy limit, \$500,000 each employee).
2. Commercial General Liability Insurance, alone or in combination with Umbrella Liability Insurance, with limits totaling not less than \$6,000,000. The foregoing limit is to be maintained continuously during the life of this Subcontract, except as provided below. The foregoing limit applies to the activities of the Subcontractor and Commercial General Liability Insurance shall include, but not necessarily be limited to, coverage for:
  - a) Premises liability
  - b) Completed operations liability (this coverage to be maintained for no less than eight years after final acceptance of the Project by Owner) (retainage will not be released to Subcontractor if this requirement is not satisfied).

- c) Independent contractors, covering operations of any and all Subcontractors.
  - d) Contractual liability, including the Subcontractor's obligations to the Contractor, Owner and the Architect and their agents and employees as provided in paragraph 4.6 of the Tocci Building Corporation Standard Subcontract Agreement (or paragraph 4 of the Short Form Subcontract Agreement).
  - e) Coverage for explosion, collapse, undermining and damage to underground utilities and property when the Project involves such risk exposures.
  - f) Personal injury liability.
  - g) Elevator liability when elevators are involved in the Project.
  - h) Broad form property damage.
3. Automobile Liability Insurance with limits of not less than \$500,000 for any person and \$1,000,000 for any one accident for bodily injury including death and \$500,000 for property damage or a \$1,000,000 bodily injury/property damage combined single limit covering:
- a) All owned vehicles.
  - b) Hired cars and trucks.
  - c) All other non-owned vehicles.
4. Contractor's Equipment Floater (first party insurance covering Subcontractor's equipment) - All Risk Insurance to protect the Subcontractor against loss of, or damage to, its owned or rented capital equipment, tools, scaffolding, staging, towers and forms; including the provision for waiver of subrogation against Tocci Building Corporation, and the Owner.
5. All insurance required of the Subcontractor shall be in form and written with companies acceptable to Tocci Building Corporation. All liability insurance shall be written on an occurrence basis unless Tocci Building Corporation, approves in writing coverage on a claims-made basis. Liability coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.
6. **Special Insurance for Delegated Design:** In the event Subcontractor's Scope of Work included the design of any component of the Work, prior to the start of work, Subcontractor shall provide Certificates of Insurance certifying to the procurement of professional errors and omissions insurance for those persons furnishing such design services for the benefit of Subcontractor in an amount not less than \$1 million or such greater amount as required by the Contract Documents.
- a) Such insurance shall have an effective date prior to the start of all design work on this project or a prior acts endorsement.
  - b) Such insurance shall remain in full effect with the same carrier for a period of six (6) years from the date of substantial completion or will include eight (8) years of "tail" coverage.

Subcontractor shall provide to Contractor on an annual basis a list of all prior and subsequent claims upon such policies and an annual accounting of coverage limit available for each year.

#### **ATTACH EXAMPLE COI**