

ATTACHMENT "B" TO SUB-CONTRACT



**INSURANCE REQUIREMENT INFORMATION
FOR SUB-CONTRACTORS**

The Sub-Contractor is to provide the following insurance coverage:

I. Commercial General Liability Policy. Limits shall not be less than the following:

General Aggregate (per project)	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 5,000

A. Such insurance shall be on an **Occurrence Basis**.

B. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but **shall include coverage for liability assumed under this contract** for the performance of Sub-contractor's indemnity obligations under this contract.

C. In the event Sub-contractor subcontracts to others, Sub-contractor must carry **Owners, Contractors Protective (OCP)** with limits of at least **\$1,000,000**.

D. Delete exclusions for explosion, collapse or underground hazards (if applicable).

E. DBAC, INC. and the Project Owner must be named as **additional insured(s) on form CG2010 11/85, or its comparable**.

F. Subcontractor's General Liability insurance must state that it is Primary and any insurance carried by DBAC, INC. and/or the Project Owner (**if required**) shall be Excess and Non Contributing. If your insurance company cannot provide a Primary **and** Non Contributory endorsement, a General Liability Waiver is required.

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- II. Business Automobile Liability** **\$1,000,000**
- Any Autos, or
 - Scheduled Autos, Hired Autos, **and** Non-Owned Autos
- III. Workers' Compensation and Employers Liability**
- Workers' Compensation and Employers Liability insurance shall fully comply with all state and federal statutory requirements.
 - Employer's Liability coverage shall be carried at limits of not less than \$1,000,000.
 - The policy must be endorsed to include a Waiver of Subrogation in favor of DBAC, INC.
- IV. Subcontractors**
- Sub-contractor shall require all subcontractors to maintain the same policies of insurance as required by DBAC, INC.
- V. Professional Liability/Errors and Omissions Insurance**
- Minimum Limit per claim: **\$1,000,000**
- If contract includes design work, Sub-contractor must carry Professional Liability.
- VI. All Policies**
- A. Sub-contractor shall keep the subject insurance **in force during the term of the contract and shall continuously maintain coverage through the statute of limitations for latent defects.**
- B. All Sub-contractor's insurance shall contain a provision that the subject insurance **shall not be canceled without first giving 30 days advance written notice to DBAC, INC.** via U.S. Mail per amended verbiage on the attached sample Acord Certificate form.
- C. Sub-contractor shall provide DBAC, INC. with the signed Sub-Contract Agreement along with the Certificates of Insurance or other acceptable evidence of compliance with the terms and conditions as respects insurance as set forth within the contract. **A sample Contractor Certificate is attached.**
- D. **All insurance required hereunder shall be in companies duly licensed to transact in the state where the services are being provided and shall carry a rating of not less than A VII or such other rating as may be required by the project owner, as set forth in the most current issue of Best's Insurance Guide.**

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VII. Responsibilities

A. Receipt and review by DBAC, INC. of any copies of insurance policies or Certificates of Insurance or failure to request such evidence of insurance, shall not relieve Sub-contractor of any obligation to comply with insurance provisions of this contract.

B. The insurance provision of this contract shall not be construed as a limitation on the responsibilities and liabilities pursuant to the terms and conditions of this contract including, but not limited to liability for claims in the excess of the insurance limits and coverages set forth herein.

C. Sub-contractor shall be responsible for all work as required under this contract until total completion and formal acceptance by DBAC, INC. and the project owner.

VIII. Required Certificate Language

Sub-contractor's certificate of insurance and/or applicable endorsement must provide the following verbiage exactly as noted:

A. "DBAC, INC. is an additional insured."

B. Coverage shall be Primary to any similar insurance carried by DBAC, INC. whose insurance shall be considered excess and non-contributing with insurance maintained by Sub-contractor.

The following sample certificate and endorsement should be provided to your insurance agent to ensure proper completion.

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**POLICY NUMBER: AAA 111111
COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

“DBAC, INC.”

(If no entry appears above, the information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

Coverage shall be Primary to any similar insurance carried by Owner whose insurance shall be considered excess and non-contributory with insurance maintained by Contractor.

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