

The following summarizes the basic insurance requirements. These specifications can be a factor in evaluating bids. Subcontractors are advised to check project specific insurance requirements when obtaining drawings. Any exceptions must be approved by the project manager.

Please refer to the attached certificate of insurance and subcontractor checklist.

Pollution Legal Liability (Please refer to contract documents)

Per Claim: \$2,000,000

Annual Aggregate: \$2,000,000

If coverage is written on a claims made basis, coverage is required for a period of two years beyond final completion of the work and for such period of time as may be required by the contract documents.

Do not edit or amend the subcontract without prior approval.

MINIMUM INSURANCE REQUIREMENTS

Commercial General Liability (CGL)

- a) Limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
- b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- c) CGL coverage shall be written on ISO Occurrence form CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and "x", "c" and "u" coverage if the Subcontractor's work involves such hazards.
- d) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsements CG 20 33 10 01 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insured. Additional insured endorsements, whether specific, blanket or contained within the insurance carrier's coverage form must not exclude liability of an additional insured arising from the products-completed operations of the Subcontractor nor cease to provide coverage for an additional insured when the subcontractor's operations for Tracey Mechanical, Inc. have been completed. If such a form is used it must be accompanied by Additional Insured Endorsement CG 20 37 10 01 or an equivalent form specifically providing products-completed operations coverage to the additional insured parties. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- e) Subcontractor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

✓ *REFER TO AMENDMENT OF
OCCURRENCE DEFINITION ON
CHECKLIST

Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the auto policy.

Commercial Umbrella

- a) Umbrella Liability Insurance with limits of liability of \$2,000,000.00 per occurrence and \$2,000,000.00 Aggregate shall be provided.
- b) Umbrella Liability Insurance may be used to satisfy the required limits of liability under CGL, Automobile Liability and Employers Liability sections of these requirements.
- c) Umbrella Liability shall be shown to be at least as broad as the primary underlying policies.
- d) Umbrella coverage must include as insured all entities that are additional insured on the CGL.
- e) Umbrella coverage for such additional insured shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.

Workers Compensation and Employers Liability

- a) Coverage B (Employers Liability Insurance) limits of at least \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 policy limit for disease, and statutory Coverage A benefits for the state in which the project is located.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Waiver of Subrogation - Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Cancellation- Each policy listed above and issued in the name of the subcontractor shall include an endorsement stating that the policy will not be cancelled until at least 30 days' prior notice has been given to Tracey Mechanical, Inc.

Certificates of insurance acceptable to Tracey Mechanical, Inc. shall be filed with Tracey Mechanical, Inc. prior to the commencement of the Subcontractor's work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's CGL, Automobile and Umbrella Liability policies. All insurance carriers of the Subcontractor shall be rated "A" or better by A. M. Best Reports or approved by Contractor.

NOTICE TO SUBCONTRACTOR

Please fax this page to your Insurance Agent and ask that they forward a certificate and the policy endorsement to Tracey Mechanical, Inc. as soon as possible. Send certificate and any questions to:

Insurance Department Tel: 484-421-3019
Tracey Mechanical, Inc. Fax: 484-421-3040
8 Campus Blvd
Newtown Square, PA 19073

SUBCONTRACTOR INSURANCE CHECKLIST FOR ALL PROJECTS ✓

Subcontractor Name: _____

Contract Name/Phone Number/E-Mail: _____

Date Completed: _____

1. As the agent, broker or company representative for the Subcontractor, have you reviewed Exhibit "B", Tracey Mechanical, Inc.'s, requirements for Subcontractors? *If you have not received a copy of Exhibit "B", please contact your Insured.* YES NO

2. Tracey Mechanical, Inc., (and others required by Project Contracts) named as Additional Insureds:

General Liability: YES NO
 Automobile Liability: YES NO
 Umbrella/Excess Liability: YES NO

a. General Liability/Umbrella Additional Insured Coverage includes Completed Operations:

YES NO

b. Additional Insured Coverage provided on a Primary and Non-Contributory Basis:

General Liability: YES NO
 Umbrella/Excess Liability: YES NO

c. Any limitation on extent of Additional Insured Coverage (i.e., no coverage for sole negligence of Additional Insured)? *If "YES" please attach copy of endorsement or applicable policy wording.*

YES NO

3. Waiver of Subrogation in favor of Tracey Mechanical, Inc., (and others required by Project Contracts) permitted prior to a loss:

General Liability: YES NO Umbrella/Excess Liability: YES NO
 Automobile Liability: YES NO Workers' Compensation: YES NO
(If permitted by state law)

4. Any limitation on extent of Contractual Liability Coverage (i.e., coverage less than Standard ISO Form CGO001)? *If "YES" please explain.* YES NO

5. Workers' Compensation Coverage applies to the following states;

State in which job is located: YES NO
 State of employee hire, if different YES NO N/A

6. Does your work include the following? *If "YES", please indicate if coverage is provided.*

Residential Construction:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Residential Coverage:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>(i.e. Town Homes, Condominiums, High Rise Apartments)</i>					
EIFS (or similar work):	<input type="checkbox"/> YES	<input type="checkbox"/> NO	EIFS Coverage:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Environmental:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Pollution Coverage:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Professional:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Professional Coverage:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Aircraft / Watercraft:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Aircraft / Watercraft Coverage:	<input type="checkbox"/> YES	<input type="checkbox"/> NO

7. The General Liability Policy should include an endorsement expanding the definition of occurrence to include coverage for "consequential damages arising out of your work. (Please refer to the attached Travelers sample endorsement)

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MH
TRACE-1

DATE (MM/DD/YYYY)
07/28/08

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

SAMPLE CERTIFICATE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER INSTALLATION FLOATER				ANY SNGL LOCATION \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 AS PER WRITTEN CONTRACT AND TRACEY MECHANICAL INC. IS NAMED AS ADDITIONAL INSURED INCLUDING COMPLETED OPERATIONS ON A PRIMARY & NON-CONTRIBUTORY BASIS WITH RESPECTS TO WORK PERFORMED BY NAMED INSURED. WAIVER OF SUBROGATION INCLUDED IN ALL POLICIES WHERE PERMITTED BY LAW. NO RESIDENTIAL EXCLUSION APPLIES. UMBRELLA POLICY FOLLOWS FORM TO UNDERLYING COVERAGES. **SEE PAGE 2**

CERTIFICATE HOLDER	CANCELLATION
SAMPLE CERTIFICATE	SAMPLEC

NOTEPAD

HOLDER CODE

POLICY CODE

FRAC

PAGE 2

INSURER'S NAME

STATE OF ILLINOIS

CG 2010

DATE

8/08

PER PROJECT AGGREGATE LIMIT ENDORSEMENT APPLIES TO THE GENERAL LIABILITY POLICY. CG2010 & CG2037 OR EQUIVALENT ENDORSEMENTS MUST BE ATTACHED TO CERTIFICATE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – AMENDMENT OF OCCURRENCE DEFINITION FOR RESULTING PROPERTY DAMAGE ARISING OUT OF YOUR PRODUCT OR YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces the definition of "occurrence" in the DEFINITIONS Section, but only for the purpose of determining whether "resulting property damage arising out of your product" or "resulting property damage arising out of your work" is caused by an "occurrence":
"Occurrence" means:
 - a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
 - b. An act or omission, including all related acts or omissions, that causes "resulting property damage arising out of your product" or "resulting property damage arising out of your work".
2. The following is added to the DEFINITIONS Section:
"Resulting property damage arising out of your product" means "property damage" that:
 - a. Is neither expected nor intended from the standpoint of the insured;
 - b. Is to property other than "your product"; and
 - c. Arises out of "your product" or any part of it."Resulting property damage arising out of your work" means "property damage" that:
 - a. Is neither expected nor intended from the standpoint of the insured;
 - b. Is to property other than "your work"; and
 - c. Arises out of "your work" or any part of it and is included in the "products-completed operations hazard".

