

EXHIBIT D - INSURANCE REQUIREMENTS

The successful Proposer must meet the following insurance requirements throughout the term of contract include SBLI as an additional insured and provide SBLI with Certification of Insurance prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change.

During the entire period of the project or work, the GENERAL CONTRACTOR shall provide the following types and amounts of insurance, as a minimum. SBLI and their respective related persons or entities (to be determined by SBLI) shall be named as an additional insured on all insurance policies except worker's compensation. The GENERAL CONTRACTOR shall endorse all their insurance policies - with a waiver of subrogation - waiving their rights to subrogate against and their respective related persons or entities.

Bidder shall have the following insurance coverage throughout term of this contract and shall include SBLI as an additional insured on the insurance policy. Bidder shall provide documentation of coverage and owner shall maintain file of coverage for term of contract. An exception is Item#1, Workman's Compensation. If the contractor does not have any employees or does not intend to have employees for the term of the contract, then this insurance is not required.

- a. Workers' Compensation Insurance in statutory amounts as required by California law with a minimum coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against SBLI. Employer's liability coverage at a minimum of \$1,000,000. The bidder shall provide and maintain Workers' Compensation Insurance for all employees of the bidder engaged in work under this solicitation and/or subsequent agreements with SBLI. The bidder will be responsible for Workers' Compensation Insurance for any contractor or subcontractor who directly or indirectly provides services under this solicitation and/or subsequent agreements with SBLI.
- b. Commercial General Liability Insurance, with personal injury, contractual liability and product/completed coverage- \$1,000,000 per occurrence and \$3 million in the aggregate combined single where generally applicable and shall include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. This policy must waive subrogation against SBLI.

1. \$1,000,000 Each Occurrence
2. \$2,000,000 General Aggregate
3. \$2,000,000 Products/Completed Operations Aggregate
4. \$1,000,000 Personal and Advertising Injury
5. \$50,000 SBLI Damage Legal Liability (any one SBLI)
6. \$5,000 Medical Expense (any one person)

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- c. Automobile Liability Insurance including all owned, hired and non-owned, automobiles -coverage limits not less than \$1,000,000 combined single limit bodily injury and \$50,000 property damage including all owned, non-owned, and hired automobiles. This policy must waive subrogation against SBLI.
- d. ~~Professional Liability Insurance~~ ~~Covering all errors, omissions or negligent acts in the performance of services under this Contract. Limits required per the following schedule:~~
 - 1. ~~Contract Amount~~ ~~Minimum Required Limits~~
 - 2. ~~Under \$100,000~~ ~~\$250,000 per Occurrence/Annual Aggregate~~
 - 3. ~~\$100,000 - \$499,999~~ ~~\$500,000 per Occurrence/Annual Aggregate~~
 - 4. ~~\$500,000 - \$999,999~~ ~~\$1,000,000 per Occurrence/Annual Aggregate~~
 - 5. ~~\$1,000,000 or over~~ ~~Refer to Manager of Procurement~~
- e. ~~During the construction services phase of the project, the GENERAL CONTRACTOR will be required to provide non-reporting Builders Risk Insurance, all risk insurance coverage for up to the replacement value of the construction work.~~
- f. ~~GENERAL CONTRACTOR shall maintain in effect all insurance coverages required under the Contract at Contractor's sole expense and with insurance companies acceptable to SBLI. All policies shall contain a provision that coverage will not be modified, cancelled or not renewed until at least thirty (30) days prior written notice has been given to SBLI. Certificates of insurance showing required coverage to be in force pursuant to this Section shall be filed with SBLI prior to commencement of the Work. In the event Contractor fails to obtain or maintain insurance coverage required under the Contract, SBLI may purchase such coverage as desired for SBLI's benefit and charge the expense to Contractor, or terminate the Contract for default.~~
- g. CONTINUATION OF COVERAGE: If any of the required liability insurance is on a claim's made basis, "tail" coverage will be required at the completion of this contract for twelve (12) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twelve (12) months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for not less than twelve (12) months from the end of the Contract. This will be a condition of the final acceptance of work or services.
- h. SUBCONTRACTORS: Contractor shall require and verify all subcontractors maintain insurance coverage subject to all of the requirements stated herein.
- i. ADDITIONAL INSURED
 - 1. Soboba Band of Luiseño Indians and Soboba Tribal Administration need to be listed as "Additional Insured".

Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.