



INSURANCE REQUIREMENTS

A. Subcontractor shall obtain and submit to Contractor before any Subcontract Work is performed, certificates from the Subcontractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Prime Contract, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits (as required in the state the Project is located in).
Coverage B. Employer's Liability.

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|---------------------------|---------------------------|
| Bodily Injury by accident | \$1,000,000 each accident |
| Bodily Injury by disease | \$1,000,000 policy limit |
| Bodily Injury by disease | \$1,000,000 each employee |

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Subcontractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

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|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal Injury/Advertising Injury Limit | \$1,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (other than Products/Completed Operations) | \$2,000,000 |

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- 1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- 2) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for a minimum of 10 years following completion of the Subcontractor Work and to continue to name Contractor as an Additional Insured for the entire 10-year period.
- 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 5) An endorsement naming Contractor, Owner and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- 6) An endorsement stating: “Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.”
- 7) Coverage on an “Occurrence” form. **“Claims Made”** and **“Modified Occurrence”** forms are not acceptable.
- 8) Coverage to include general aggregate limits on a “per project” basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

| | |
|-----------------|----------|
| Each Occurrence | \$ _____ |
| Aggregate | \$ _____ |

5. Errors & Omissions Liability \$ _____

(Applicable if subcontractor to provide any design/engineering services as part of Subcontract Work)

6. Pollution Legal Liability \$ _____

(Applicable as to any pollutants or hazardous waste exposures as part of Subcontract Work)

Subcontractor shall maintain insurance covering losses caused by pollution conditions that arise from the Subcontract Work. If the scope of the "Work" involves the delivery, protection, or containment of water in any manner or form whatsoever, no "mold", "fungi", "bacteria" or "water intrusion" or similar exclusion may be attached to the Subcontractor's Commercial General Liability policy. In the alternative, "mold", "fungi", "bacteria" coverage may be provided under a separate policy.

7. Waivers of Subrogation

The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

8. Other Requirements

- A) All policies must contain an endorsement affording prompt notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- B) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than B+ VII. All coverage forms must be acceptable to Contractor.
- C) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any Subcontract Work. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

- D) Subcontractor shall be responsible to satisfy any deductible or self insured retention with respect to any of the coverages required by this Subcontract.
 - E) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds.
 - F) In the event that rental of equipment is undertaken to complete and/or perform the Subcontract Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
 - G) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
 - H) Subcontractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Contractor shall be named as additional insured under such insurance.
 - I) If the Work involves the design, construction, fabrication, preparation, installation, application, maintenance or repair (including remodeling, service, correction, or replacement) of any "exterior insulation finish system" (EIFS) or any part thereof, or substantially similar system, the Subcontractor's CGL policy shall include no exclusions for such work. Alternatively, "EIFS" coverage may be provided under a separate policy.
 - J) To the extent Subcontractor has contracted for a portion of the Subcontract Work to be performed by third parties, Subcontractor shall ensure that all such third parties comply with the insurance requirements of this Section, including but not limited to, those requirements for naming Contractor as an Additional Insured on all applicable insurance policies.
- B.** Contractor and Subcontractor waive all rights against each other and against Owner, Architect/ separate contractors, and all other subcontractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

Subcontractor shall be responsible for the deductible amount applicable to Subcontractor's portion of any claim under such Builder's Risk or other property insurance.

- C. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Owner, the Contractor, Subcontractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Subcontractor shall bear the responsibility for the deductible for such coverage when a loss affects the Subcontract Work.

Such property insurance maintained by Contractor does not cover any tools or equipment owned or rented by Subcontractor including trailers, excavators, scaffoldings, or forms. Subcontractor is responsible for providing insurance coverage for such items

- D. If the Contract Documents provide for an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Subcontract Work, the Subcontractor shall comply with all provisions of any such OCIP.