



SUBCONTRACTOR INSURANCE REQUIREMENTS

Subcontractor shall and its sub-subcontractors shall each, at its expense, procure and maintain insurance on all its operations, with insurance companies with an A.M. Best Insurance Rating of A-VII or Better or otherwise acceptable to Contractor.

1. Workers Compensation and Employers Liability Insurance.

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

- \$ 1,000,000 each accident for bodily injury by accident
- \$ 1,000,000 policy limit for bodily injury by disease
- \$ 1,000,000 each employee for bodily injury by disease

If there is an exposure of injury to Subcontractor's employees under the U. S. Longshoreman and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

This policy shall be endorsed to provide a Waiver of Subrogation in favor of the Contractor and Owner and their officers, directors, and employees.

2. General Liability Insurance.

Subcontractor shall carry primary Commercial General Liability insurance (ISO Commercial General Liability Policy Occurrence Form CG 00 0 1 or equivalent) Subcontractor must maintain insurance covering operations by or on behalf of Subcontractor, with coverage on an occurrence basis. Coverage shall include, but not be limited to, Liability arising from premises, operations, independent contractors, products-completed operations including construction defect, contractual liability, personal injury and advertising injury. The policy shall not contain any exclusions directed towards any types of projects, materials or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages.

- (1) premises and operations and mobile equipment
- (2) products and completed operations.
- (3) contractual liability
- (4) broad form property damage (including completed operations)
- (5) explosion, collapse and underground hazards (including subsidence and any other earth movement)
- (6) personal injury liability
- (7) independent contractors



The limits of liability shall be not less than the amounts required of Subcontractor under the Contract Documents, but in no event less than:

\$ 1,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$ 1,000,000 for personal injury liability

\$ 2,000,000 aggregate for products-completed operations

\$ 2,000,000 general aggregate

The general aggregate limit shall apply separately to each project.

Use of any commercial general liability form covering defense costs within the limits of insurance requires the prior written consent of the Contractor.

Subcontractor shall maintain commercial general liability coverage for itself and all additional insureds for the duration of the project and maintain products-completed operations coverage for itself and each additional insured for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after Project completion. All required terms and conditions of coverage shall be maintained during the completed operations period, including the minimum required coverage limits and the requirement to provide additional insured coverage for completed operations.

Subcontractor shall maintain that Contractor, its officers, directors and employees, Owner, and any other interested parties as designated by Contractor shall be named as additional insureds under the Commercial General Liability Policy and such insurance afforded the additional insureds shall include products/completed operations and shall apply as primary insurance. Any other insurance maintained by Contractor or Owner shall be excess insurance and not be called upon to contribute with this insurance.

Coverage for the Contractor, its officers, director and employees, and the Owner as additional insured shall be provided by an endorsement providing coverage at least as broad as Insurance Services Office, Additional Insured Endorsement Form CG 20 10 or similar form as approved in writing by Contractor. The duty to provide such additional insured coverage is Independent of the defense and indemnity obligations set forth in Section 15, Indemnification.

3. Insurance Requirements for Sub-Subcontractors

Subcontractor shall ensure that its sub-subcontractors maintain insurance that complies with the requirements of the Subcontract Documents, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Contractor may require written proof that the requisite insurance is being carried. Such written proof shall be furnished to Contractor within ten (10) days after such request has been made. Contractor may also require that the sub-subcontractor name Contractor and Owner as additional insureds. Such naming shall be provided at no additional cost or expense to Contractor or Owner.

4. Claims Made/Self Insurance Provisions

Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express written consent of Contractor. Any self-insurance program providing coverage in excess of \$ 25,000 per occurrence requires the express written consent of the Contractor.



5. Automobile Liability Insurance.

Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$ 1,000,000 combined single limit each accident for bodily injury and property damage. Contractor, its officers, directors and employees, Owner and any other entity as required by prime contract, shall be named as additional insureds under the Automobile Liability Policy. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by the Contractor, its officers, directors and employees, Owner and any other entity as required by prime contract, will be excess only and will not contribute with this insurance.

6. Certificates of Insurance

Certificates of insurance, as evidence” of the insurance required by this Contract and including the required "additional insured "endorsement(s) shall be furnished by Subcontractor to Contractor. Certificates shall set forth deductible amounts in excess of \$5,000 applicable to each policy and all exclusions or limitations not set forth in iso Commercial General Liability Form CG 00 01. The Contractor may allow deductible provisions and/or self-insured retentions of up to \$ 25,000 if Subcontractor is willing to post security, guaranteeing payment of losses and defense expenses for a period of one year after the project is completed. Standard ISO Form CG 00 01 exclusions will also be allowed. Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of the Contractor.

Regardless of the consent to exclusions, coverage limitations or deductibles by the Contractor, the Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by his insurance carrier(s).

Subcontractors certificates of insurance shall provide that there will be no cancellation or reduction of coverage without an unqualified, thirty (30) day, prior written notice to Contractor.

Contractor may take whatever actions are necessary to assure Subcontractor's compliance with its obligations under this section of the Agreement. Should any insurance policy lapse or be canceled during the period of this Agreement, the Subcontractor shall, prior to the effective expiration or cancellation date, furnish the Contractor with evidence of renewal or replacement of the policy. Failure to continuously satisfy the insurance requirements herein is a material breach of this Agreement. In the event Subcontractor fails to maintain any part of the insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor or may pursue its remedies under Section 14, Recourse by Contractor.

Any acceptance of insurance certificates by Contractor Shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Contract including the duty to indemnify and hold harmless Contractor as set forth in Section 15, Indemnification.



Insurance coverage in the minimum amounts set forth shall not be construed to relieve the Subcontractor for liability in excess of such coverage nor shall it preclude the Contractor from taking such actions as is available to it under any other provision of this Agreement or by law. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

9. Pollution Liability Insurance

Hazardous Material, If the Work of Subcontractor or its sub-subcontractors or suppliers includes “Hazardous Material” or the remediation of “Hazardous Materials” then Subcontractor must maintain contractor’s pollution liability insurance on an occurrence basis, with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate or any higher limit as specified by owner or set forth elsewhere in the Subcontract Documents. “Hazardous Material” means, asbestos, asbestos containing material, lead, (including lead-based paint), PCB, silica dust, molds, and microbial matter, any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable Laws; and any other chemical, material, or substance that may have adverse effects on human health or the environment. In addition, if Subcontractor or its sub-subcontractor or suppliers haul hazardous materials as part of the Work, then Subcontractor and its sub-subcontractor must maintain auto liability insurance limits of at least \$2,000,000 combined single limit each accident including the broadened pollution liability coverage endorsement (CA 99 48) and the MCS-90 endorsement.

10. Professional Liability Insurance:

If Subcontractor or its sub-subcontractors is providing any professional services, including but not limited to design, architecture, engineering, testing, surveying, or design build services on the Project, Subcontractor shall maintain professional liability insurance with the minimum limits of \$1,000,000 per claim / \$2,000,000 Aggregate. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of the project. If coverage is issued on a claims-made form, such coverage must apply with a retroactive date to reflect the date in which professional services commenced under the agreement. Subcontractor shall maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion, or include an extended reporting period for the equivalent number of years. If Subcontractors Work includes environmental engineering, or consulting services involving Hazardous Materials, coverage must not exclude such services. If Owner or Contractor elects to purchase a project design policy, Subcontractor's policy shall be endorsed to indicate that Subcontractor's policy shall provide coverage once the project design policy has been exhausted.

11. Crane Services Liability / Riggers Liability

Should Subcontractor or sub-subcontractors Work include providing cranes of any type or using a crane, moving, lifting, lowering, rigging, or hoisting of property by crane or other means regardless of if Subcontractor is providing the crane, at a minimum, shall increase their General Liability limit to.

\$5,000,000 Each Occurrence

\$5,000,000 Personal & Advertising Injury

\$5,000,000 Aggregate (where applicable, following the terms of the underlying)



This limit can be achieved via an umbrella or excess liability policy. Subcontractor is required to bind its lower tier sub-subcontractor(s) providing crane services to the requirements of this agreement and attachment. The policy shall include coverage for Rigger's liability to insure against physical loss or damage to the property or equipment being lifted as well as bodily injury and property damage to surrounding property arising from such Crane operations. Limits for damage due to Subcontractor's negligence during the lift shall be provided at the limits shown above. Without exception, when crane services are part of the Subcontractors scope, its commercial general liability policy must include a "Per Project General Aggregate" and cannot be written on a "Per Policy" basis.

12. Aircraft Liability.

If Subcontractor (or its subcontractors or suppliers, regardless of tier) use any owned, leased, chartered, or hired aircraft of any type (including unmanned aerial vehicles and helicopters) on the Project in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$10,000,000 per occurrence, Including Passenger Liability coverage (for other than unmanned aerial vehicles). Coverage must include Aircraft Damage and Slung Cargo. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the Project.

13. Work near Railroads:

If Subcontractor (including any lower tier subcontractor or supplier) performs any work or conducts any operations within fifty feet of any railroad (including any light rail, fixed rail or other rail system), Subcontractor shall obtain an endorsement of its Commercial General Liability Policy to delete any exclusion, including the "Contractual Liability" exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad."

14. Property Insurance:

Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

14. Builder's Risk:

If Builders Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractors work, Then Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractors work and/or damage to other work caused by Subcontractor If Owner or Contractor has not purchased Builders Risk or equivalent insurance including the full insurable value of Subcontractors work, then Subcontractor may procure such insurance at his own expense as will protect the interests of Subcontractor, and his sub-subcontractors in the work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody, or control of Subcontractor.



15. All-Risk Insurance:

In addition, Subcontractor shall maintain in full force and effect "All Risk Insurance" for all equipment, and property obtained by or for Subcontractor which is to become a part of the Work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. Subcontractor shall also be responsible for insuring Subcontractor's owned, rented or borrowed equipment.

16. Non-Waiver:

Receipt by Contractor of any certificate of insurance or additional insured endorsement which does not comply with any provisions of this Section 16 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Contract.

17. 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 Automobile or Workers Compensation and Employers Liability insurance maintained per requirements stated above, and this waiver shall be reflected in an endorsement attached to the certificate of insurance supplied to Contractor.

18. Requirements of Prime Contract (or a specific job contract):

If the prime contract requires limits of insurance higher than the minimum limits outlined above, or broader coverage than outlined above, the requirements of the prime contract shall apply to the extent that they exceed the minimum requirements above.