

INSURANCE REQUIREMENTS

INSURANCE. Prior to the commencement of any work, and until all of Subcontractor's obligations under this subcontract are fulfilled and accepted by Owner and Contractor, Subcontractor and all of its lower tier subcontractors shall, at their sole expense, maintain not less than the following insurance coverage and limits of insurance which shall be maintained under forms of policies and from insurance companies satisfactory to the Owner and the limits of insurance which shall be placed with insurers with an A.M. Best rating of not less than A-VII and insurers must be licensed to do business in the jurisdiction in which the project is located.

(a) **Statutory Workers' Compensation including Employer's Liability Coverage:** Subcontractor shall maintain insurance (or furnish proof of qualification as a self-insurer) to afford protection for all claims under the California Workers' Compensation Act and other employee benefit acts, and in addition shall maintain Employer's Liability insurance with a limit no less than \$1,000,000 per accident or disease. The Workers' Compensation Policy shall include the following:

- (i) The Voluntary Compensation endorsement,
- (ii) The All States endorsement, and
- (iii) A Waiver of Subrogation endorsement in favor of the General Contractor and Owner.

(b) **Automobile and Vehicle Liability** - including all Owned, Hired, and Non-Owned Automobiles and Vehicles, with the following minimum coverage limits \$1,000,000 each accident.

Additional insured endorsement to the Auto Liability Policy is required and will name Contractor and Owner as additional insured and provide that such insurance is primary coverage and any coverage carried by Owner or Contractor is excess insurance and will not contribute to Subcontractor's insurance.

Waiver of subrogation endorsement in favor of Contractor and Owner is required.

(c) **Commercial General Liability Insurance** - Subcontractor shall provide proof of coverage on an original ISO occurrence coverage form CG 0001 or its acceptable equivalent with limits of insurance not less than: \$1,000,000.00 each occurrence; \$1,000,000.00 personal and advertising injury; \$2,000,000.00 general aggregate; \$2,000,000.00 completed operations aggregate.

Coverage shall include: Per project aggregate endorsement and coverage for claims arising out of subsidence or earth movement. Cross Suits Exclusions may not apply to the additional insured and Action Over endorsements are unacceptable. Contractual Liability must provide unaltered ISO coverage.

Additional insured endorsement to the Commercial General Liability Policy is required and will name Contractor and Owner as additional insured on ISO form CG2010 1185 (or its acceptable equivalent) and provide that such insurance is primary coverage and any coverage carried by Owner or Contractor is excess insurance and will not contribute to Subcontractor's insurance.

Waiver of subrogation endorsement in favor of Contractor and Owner is required

Maximum \$50,000.00 deductible on all liability coverages

(d) **Pollution Liability-** Pollution Liability Insurance is required for any environmental consulting or pollution remediation work, covering claims arising from the release or removal of any hazardous construction materials or pollutants. The limits of coverage shall not be less than \$1,000,000.00 per occurrence. If Subcontractor is responsible for transporting hazardous materials or waste, Subcontractor will furnish evidence of Pollution Automobile Liability coverage in the form of an MCS90 endorsement and the ISO form CA9948 (Pollution Liability Broadened Coverage for Business Auto).

Additional insured endorsement to the Pollution Liability Policy is required and will name Contractor and Owner as additional insured and provide that such insurance is primary coverage and any coverage carried by Owner or Contractor is excess insurance and will not contribute to Subcontractor's insurance.

Waiver of subrogation endorsement in favor of Contractor and Owner is required

(e) **Professional Liability** - Professional Liability coverage is required if Subcontractor or its consultants provide design, engineering, or design-build services to the project. The limits shall not be less than \$1,000,000.00 per claim, and if coverage is written on a claims-made basis, shall be maintained for a minimum of three years following project completion. Renewal or replacement policies shall maintain a retroactive date that is prior to the start date of this project and shall provide for an extended reporting period of not less than twelve months.

(f) **Riggers Liability** - Riggers Liability coverage is required if Subcontractor's work involves cranes or other rigging of property. Limits of coverage shall be provided to protect the full insurable replacement value for loss or damage to property being lifted, hoisted, or rigged. Installation floater coverage shall be maintained by subcontractor to insure against loss or damage to their tools, equipment, temporary jobsite structures, jobsite materials stored offsite or in transit to jobsite, and to their work at the site

Subcontractor shall provide Contractor with a copy of the actual insurance policy evidencing the coverage being provided in order to comply with the requirements of this Agreement if requested. Subcontractor acknowledges and agrees that a Certificate of Insurance shall not be an acceptable form of documentation for purposes of satisfying this requirement of the Agreement. If a copy of Subcontractor's insurance policy is requested, Subcontractor shall furnish a certified copy of their insurance policy within five working days of receipt of this subcontract agreement or within five working days of request, whichever is later.

Subcontractor shall coordinate all above insurance coverages with insurance

carried by Contractor. All insurance policies or evidence of the insurance required of Subcontractor shall provide that insurance required of Subcontractor is primary and noncontributory to any similar coverage carried by Contractor despite any conflicting provisions in Subcontractor's policies to the contrary. Contractor shall not by any reason of inclusion as a joint insured or as an additional insured under any of Subcontractor's insurance incur any liability to insurance carriers for the payment of any premiums therefor.

Subcontractor acknowledges and agrees that Subcontractor shall bear the risk of loss with respect to (1) its equipment and (2) any materials used in connection performing the Work until such materials have been fully installed and finally accepted by Owner and Contractor. Subcontractor further acknowledges and agrees that under no circumstance shall Owner or Contractor have any liability to Subcontractor or Subcontractor's insurance carrier(s) for the loss of any of the foregoing and Subcontractor hereby waives and releases Owner and Contractor from any liability whatsoever for any damage to Subcontractor's equipment or materials regardless of the circumstances resulting in such damage.

Furnishing insurance certificates and additional insured endorsements shall in no way limit or relieve Subcontractor of their duties and responsibilities in this agreement. If higher limits or other forms of insurance are required by Owner, Subcontractor will immediately comply with such requirements.