



INSURANCE REQUIREMENTS

ATTACH A COPY OF YOUR EVIDENCE OF INSURANCE MEETING ALL REQUIREMENTS

1.0 Mandatory Insurance Requirements

Prior to commencing work, and until all obligations under this Contract are fulfilled, Subcontractor shall, at its sole expense, procure and maintain not less than the following coverage and limits of insurance. Such insurance shall be under forms of policies and from insurance companies satisfactory to Contractor. Insurance shall be placed with insurers with an A.M. Best rating of at least A- IX, and insurers must be authorized to do business in the state in which the work is being performed.

1.1 Workers' Compensation and Employers Liability Insurance as required by applicable law or regulations.

- 1.1.1 Employers Liability with a \$1,000,000 limit.
- 1.1.2 Waiver of subrogation endorsement in favor of the Contractor and Owner.
- 1.1.3 U.S. L&H and Jones Act coverage is required if any exposure exists.
- 1.1.4 Programs underwritten by any Self Insured Group require Contractor's prior written approval.
- 1.1.5 If Subcontractor leases employees through an employment management, PEO or other such company, evidence of insurance must be provided through an Alternate Employer/Leased Employee endorsement naming Subcontractor on the employment company's workers' compensation policy.

1.2 Commercial General Liability Insurance on a coverage form at least as broad as 2001 ISO Occurrence form CG 0001.

- 1.2.1 The minimum limits of liability shall be as listed below, or as required in the prime contract, or as carried by the subcontractor, *whichever is greater*:
 - \$2,000,000 each occurrence
 - \$2,000,000 personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products and completed operations aggregate
 These limits can be provided in combination with an umbrella or excess policy.
- 1.2.2 Coverage shall include:
 - Per project general aggregate endorsement
 - Broad form property damage including Completed Operations
 - Coverage for claims arising out of subsidence or earth movement
 - Contractual Liability insuring obligations assumed in this agreement
- 1.2.3 Subcontractor shall maintain general liability and completed operations coverage through the expiration of the construction statute of repose period established by the state civil code where the project is located.
- 1.2.4 Claims made or modified occurrence policy forms are not acceptable.
- 1.2.5 A waiver of subrogation endorsement in favor of Contractor and Owner must be provided.

1.3 Additional Insured and Primary Insurance Requirements:

- 1.3.1 The subcontractor and any lower tier subcontractors shall endorse its Commercial General Liability policy to add all parties required to be named as additional insured in the prime contract including without limitation Contractor, its directors, officers and employees and Owner.



- 1.3.2 The form of the Additional insured Endorsement shall be ISO CG 20 10 11 85 or unmodified equivalent, or ISO CG 20 10 07 04 in conjunction with CG 20 37 07 04.
- 1.3.3 A separate Primary and Noncontributory endorsement stating that Subcontractor's insurance shall apply as primary and any other insurance carried by Contractor or Owner will be excess only and will not contribute with this insurance. The form of the Primary and Noncontributory endorsement shall be ISO CG 20 01 04 13 or unmodified equivalent.
- 1.3.4 Additional insured endorsements shall be provided through the end of the construction period and for the warranty term following project completion.

- 1.4 Automobile Liability Insurance on a coverage form at least as broad as ISO CA 0001, including:
 - 1.4.1 \$1,000,000 Combined Single Limit for bodily injury and property damage
 - 1.4.2 Coverage on any automobile basis, including all owned, non-owned and hired autos
 - 1.4.3 Any subcontractors subject to the Motor Carrier Act of 1980 must provide a MCS-90 endorsement with a primary limit of \$1,000,000 each accident.

- 1.5 Umbrella or Excess Liability Insurance:
 - 1.5.1 If higher limits of coverage are required by the Prime Contract, the subcontractor will comply with such limits by providing evidence of an umbrella or excess liability policy. This policy shall be subject to all the requirements of the general liability policy as stated in section 1.2 and 1.3

- 1.6 Certificates of Insurance
 - 1.6.1 Subcontractor shall furnish certificates of insurance and required endorsements acceptable to Contractor before commencing any work on the project, and before payment of final retention.
 - 1.6.2 Payment may be withheld or work suspended, at the option of Contractor, until such acceptable certificates and endorsements have been furnished. Failure to provide acceptable certificates and endorsements shall be considered a material breach of contract. Copies of subcontractor's insurance policies shall be furnished upon reasonable request.
 - 1.6.3 Subcontractor shall immediately notify Contractor in writing after receiving a notice of cancellation of any insurance policy applicable to this Agreement. Payment may be withheld or work suspended until withdrawal of cancellation or reinstatement of the canceled policy.
 - 1.6.4 Acceptance of certificates of insurance by Contractor shall in no way limit Subcontractor's duties and responsibilities under this Agreement, including the duty to indemnify Contractor and Owner.

- 1.7 Insurance Requirements for Sub-Subcontractors, Truckers, Trucking Brokers, Sub-Haulers, Vendors and Suppliers:
 - 1.7.1 Subcontractor is responsible for verifying that its' Subcontractors, Truckers, Trucking Brokers, Sub-Haulers, Vendors and Suppliers of any tier maintain insurance in like form and amounts, including the Additional Insured requirements stated in Section 1.5, and will provide Contractor evidence of such insurance before allowing the lower tier subcontractors to begin work on the project.

- 1.8 Builder's Risk Insurance
 - 1.8.1 Subcontractor shall satisfy itself as to the existence and extent of Builder's Risk insurance prior to commencing work.
 - 1.8.2 If Builder's Risk insurance purchased by Owner or Contractor covers loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible.
 - 1.8.3 If Owner or Contractor has not purchased Builder's Risk insurance covering the full insurable value of Subcontractor's work, Subcontractor may procure such coverage at its own expense.



Such insurance shall also apply to Owner's or Contractor's property in the care, custody or control of Subcontractor.

- 1.8.4 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 Builder's Risk or any other property or equipment insurance applicable to the work, except such rights they may have to the proceeds of such insurance.
- 1.9 Other Requirements
 - 1.9.1 Insurance coverage in the minimum amounts set forth herein shall not relieve Subcontractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other available actions under any other provision of this Agreement or law.
 - 1.9.2 Subcontractor's obligations for loss or damage arising out of Subcontractor's work are not limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations arising out of this Agreement.
 - 1.9.3 Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier.
 - 1.9.4 Contractor makes no representation as to the amount of insurance coverage required to protect Subcontractor's interests.
 - 1.9.5 Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy. Failure of the Subcontractor to provide timely notice of pending cancellation shall be considered a material breach of contract.

ADDITIONAL INSURANCE REQUIREMENTS

- 2.1 Professional Liability Insurance (FOR ARCHITECTS, ENGINEERS, and CONSULTANTS)
 - 2.1.1 Professional Liability insurance in the amount of \$1,000,000 per claim/aggregate shall be carried by Subcontractor if work under this Agreement includes any professional services, design assist, design-build, stamped drawings or LEED certification services.
 - 2.1.2 Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
 - 2.1.3 Claims-made policies must have a retroactive date prior to the first date design services were performed under the Scope of Work, and coverage must extend a minimum of five (5) years beyond Consultant's completion of Scope of Work, or end of this Agreement, whichever is later.
 - 2.1.4 If Claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the Agreement effective date, the Consultant must purchase Extended Reporting Tail coverage for a minimum of five (5) years beyond completion of Scope of Work or end of this Agreement, whichever is later.
- 2.2 Pollution Liability Insurance (FOR ALL SUBCONTRACTORS)
 - 2.2.1 Contractor's Pollution Liability insurance with limits no less than \$1,000,000 aggregate is required for all Subcontractors and their Subcontractors or Suppliers of any tier. Policy should provide coverage for:
 - 2.2.1.1 bringing pollutants to the job site, or;
 - 2.2.1.2 operations that create a pollution exposure, or;
 - 2.2.1.3 performing work on or penetrating or sealing the building envelope, or dealing with water. Coverage for mold and bacteria is required in these cases.



2.2.1.4 work that could in any way contribute to or cause airborne silica to be released. Coverage for silica is required in this case.

2.2.2 The Owner and Contractor must be named Additional Insured on this policy.

2.3 Hazardous Materials Abatement

2.3.1 Contractor's Pollution Liability with limits no less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate is required if Subcontractor or their Subcontractors or Suppliers of any tier are required to perform remediation of hazardous materials as those terms are defined in federal, state or local law; or if their operations involve an exposure to hazardous materials.

2.3.2 The Owner and Contractor must be named Additional Insured on this policy.

2.3.3 If Subcontractor or their Subcontractors or Suppliers haul hazardous materials, the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.

2.4 Riggers Liability

2.4.1 Subcontractor shall carry Rigger's Liability Insurance with limits no less than \$1,000,000 per occurrence if Subcontractor's work involves moving, lifting, lowering, rigging or hoisting of property or equipment belonging to others. Such insurance shall insure against physical loss or damage to the property or equipment. Deductibles greater than \$50,000 require Contractor's prior written approval.

2.5 Work Near Railroads

2.5.1 If Subcontractor or their Subcontractors or Suppliers performs any work or conducts any operations within fifty feet of any railroad (including light rail, fixed rail or any other rail system), Subcontractor Commercial General Liability policy shall be endorsed 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 before work within fifty feet of the railroad commences.

2.6 Aircraft/Helicopter Insurance

2.6.1 Aircraft Liability insurance with limits no less than \$10,000,000 per occurrence, including Passenger Liability, shall be provided if the Subcontractor or their Subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this Agreement.

2.6.2 Subcontractor or their Subcontractor shall name Contractor and Owner as Additional Insured as respects aircraft liability and provide a Waiver of Subrogation endorsement of Contractor and Owner as respects physical damage to the aircraft or helicopter hull.

2.6.3 Evidence of coverage in the form of a certificate of insurance and acceptable endorsements shall be provided prior to the start of the project.

SEE ATTACHED SAMPLE CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **XX/XX/2014**

Policy No. **ENTER**

Endorsement No. **001**

Insured: **Upstream Builders**

Premium \$ **INCL.**

Insurance Company: **Insurance Company**

Countersigned By: _____