



INSURANCE ADDENDUM - REQUIRED INSURANCE COVERAGE

This contract requires that adequate insurance coverage be carried to protect the OWNER, CONTRACTOR and SUBCONTRACTOR from claims for damages because of bodily injury including death and/or property damage which may arise from and during operations under this Contract, whether such operations be by the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by either of them and from claims under Worker's Compensation Acts.

The SUBCONTRACTOR shall not commence work under this Contract until insurance required hereunder has been obtained and Certificates of Insurance and the required Endorsements have been filed with CONTRACTOR. Except for Worker's Compensation and Professional Liability, the policies shall include and the certificate of insurance shall designate CONTRACTOR and OWNER as additional insureds, with coverage applying on a primary and non-contributory basis.

LIMITS and COVERAGES

Minimum limits required as follows:

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| 1.) Commercial General Liability | |
| (a) Combined single limit each occurrence | \$1,000,000 |
| (b) Products and completed operations aggregate | \$2,000,000 |
| (c) General Aggregate (per project) | \$2,000,000 |
| 2.) Automobile Bodily Injury and Property Damage Liability | |
| (a) Combined single limit each accident | \$1,000,000 |
| 3.) Contractor's Pollution Liability (including "mold") | \$1,000,000 |
| (Required if subcontract includes any remediation of pollutants/
hazardous substances OR mechanical work) | |
| 4.) Worker's Compensation | STATUTORY |
| Employers Liability or Stop Gap | \$1,000,000 |
| 5.) Architects & Engineers/ Contractors Professional Liability | \$1,000,000 |
| (Required if subcontract includes any design or design/ build work) | |
| 6.) Excess or Umbrella Liability | |
| (a) Bodily Injury and Property Damage per Occurrence | \$1,000,000 |
| (b) Bodily Injury and Property Damage Aggregate | \$1,000,000 |

Commercial General Liability

Commercial General Liability coverage will be written on an industry standard ISO Commercial General Liability Occurrence form (CG 00 01) and shall include the following coverage extensions:

Per Project Aggregate (CG 25 03)

Additional Insured (CG 20 10 11 85) **OR**;

Additional Insured (CG 20 10 10 93 or later) **AND** Additional Insured (CG 20 37 07 04) **OR**;

A Blanket Additional Insured form that provides additional insured status for both ongoing and completed operations.

The requirement to add CONTRACTOR and OWNER as additional insured specifically includes completed operations for the period coverage is required to be in force under this subcontract. The policy and/or endorsement shall contain no special limitations on the scope of protection afforded to the additional insureds and all endorsements are subject to CONTRACTOR's approval.

Subcontractor's commercial general liability insurance shall be primary as respects CONTRACTOR and OWNER, and any other insurance maintained by CONTRACTOR and OWNER shall be excess and not contributing insurance with SUBCONTRACTOR's insurance. All non-standard coverage exclusions or limitations must be disclosed on the certificate including, but not limited to "mold", professional liability, residential construction, broad form property damage limitations, or any other exclusion or limitation not included within the standard ISO policy form.

Automobile Liability

Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form (CA 00 01). Coverage will include owned, non-owned and hired automobiles.

Contractors Pollution Liability

Coverage will include "mold" as defined pollutant if covering mechanical work.

Workers Compensation and Employers Liability

Subcontractor's Worker's Compensation insurance shall be written on an industry standard Worker's Compensation and Employer's Liability policy form (WC 00 00 00). Where applicable, Subcontractor shall furnish United States Longshoremen's and Harbor Worker's Act Insurance at statutory limits including coverage B-Employers Liability (maritime) with limits not less than required by the main contract but in no event less \$1,000,000. In monopolistic states coverage shall be confirmed through the applicable state agency as being in-force, or that the SUBCONTRACTOR is approved as self-insured employer by the state. In the case of any self insured employer, the waiver of subrogation shall apply as respects any excess coverage that may be in force along with any claims within any self insured retention.

Architect & Engineering/ Contractors Professional Liability

Coverage will include professional services performed by or on behalf of the SUBCONTRACTOR. Any definition of covered professional services will be broad enough in scope to include all services performed by SUBCONTRACTOR under this agreement.

Property Insurance

Subcontractor shall provide insurance against any losses that may occur to SUBCONTRACTOR's tools and equipment whether owned or leased, brought onto the project premises. The Subcontractor shall waive all rights of subrogation against Contractor and Owner for losses covered by Insurance policy. The waiver shall also apply to any deductibles assumed by the subcontractor.

ADDITIONAL INSURANCE REQUIREMENTS

All insurance carriers shall maintain a minimum "Best Rating" of A-VII and otherwise be acceptable to CONTRACTOR.

Limit requirements can be met through a combination of "primary" and umbrella" or "excess" policies

All deductibles or self-insured retentions (SIR) shall not be in excess of \$25,000. All deductibles or SIRs, regardless of size will remain the responsibility of SUBCONTRACTOR. Certificate shall include a 45 day notice of cancellation and delete the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability upon the company, it's agents or representatives". Notice of cancellation or reduction in coverage of insurance contracts shall be furnished by the insurance carrier to Attn: Accounting Department.

Liability policies furnished by SUBCONTRACTOR shall be primary to other liability policies which may be carried by CONTRACTOR and/or OWNER. Coverages maintained by CONTRACTOR and/or OWNER shall be excess and not contribute with policies of SUBCONTRACTOR.

SUBCONTRACTOR shall maintain all insurance required under this article for a period of twenty-four months following completion of Subcontractor's work. Completed operations insurance (including CONTRACTOR AND OWNER as additional insured), Contractors Pollution Liability (if required) and Professional Liability (if required) must be maintained for not less than the time period defined in the statute of repose for the state where the project is located.

All of SUBCONTRACTOR's insurance policies (with the exception of coverage provided by the state agencies that specifically do not allow it), regardless of whether they are required specifically hereunder or not, shall by appropriate language exclude any claim on the part of the insurer to be subrogated on payment of loss or otherwise to any claim against CONTRACTOR or OWNER. SUBCONTRACTOR hereby waives any right or claim to be subrogated on payment of loss or otherwise to any claim against CONTRACTOR or OWNER and further waives any right against CONTRACTOR or OWNER for damages caused by fire or other perils to the extent covered by property insurance maintained by CONTRACTOR or OWNER pursuant to the Contract documents, except such right as SUBCONTRACTOR may have to the proceeds of such insurance held by CONTRACTOR or OWNER as Trustee.
