

1. Subcontractor shall at its own expense, procure and maintain insurance on all its operations, in insurance companies authorized to do business in California with a Best Insurance Rating of A- or better and Class VII or better or otherwise acceptable to Contractor and as required by the prime contract as follows:

2. **General Liability Insurance**

Subcontractor shall carry Commercial General Liability Insurance at least as broad as Insurance Services Office policy form CG00010196 covering all operations by or on behalf of Subcontractor provided insurance for bodily injury liability and property damage liability of the limits indicated below and include coverage for:

- a. Premises and operations
- b. Products and completed operations
- c. Contractual liability insuring the obligations assumed by subcontractor in this agreement
- d. Broad from property damage (including completed operations)
- e. Explosion, collapse and underground hazards
- f. Personal injury liability
- g. Separation of insured
- h. Waiver of Subrogation

The limits of liability shall not be less than:

\$2,000,000 each occurrence (single limit for bodily injury and property damage)
\$2,000,000 for personal injury
\$2,000,000 aggregate for products-completed operations
\$4,000,000 general aggregate

The "general aggregate" limit shall apply separately to Subcontractor's work under this contract. No claims made or modified occurrence policies are acceptable. Gordon-Prill, Inc., its officers, directors and employees and the Owner shall be named as Additional Insureds. The policy shall be endorsed to stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance.

Coverage for the Contractor, its officers, directors and employees and the Owner as Additional Insureds shall be provided by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG20101185 as published by the Insurance Services Office (ISO) or an acceptable equivalent thereof. The policy shall include a waiver of subrogation. No deductible or self-insured retention in excess of \$5,000 is permitted without authorization from the Contractor.

3. **Automobile Liability Insurance**

Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

4. **Workers' Compensation and Employer's Liability Insurance**

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. If there is any exposure of injury to subcontractor's employees under the Longshore & Harbor Workers Act (USL&H), Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. 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

5. Certificates of Insurance shall be provided before work commences. No work will be permitted without proper insurance on file. After work starts no payments will be made unless certificates for current insurance are on file.

The certificate shall reference the specific job number and project name. The policies must indicate at least a 30-day written notice of cancellation (except for 10 days for non-payment). The certificate must indicate separation of insured and separate general aggregate limit for this project on the general liability. The cancellation box must not contain "endeavor to" wording. The following general liability endorsements will be attached to the certificate:

- a. Additional Insured
- b. Waiver of Subrogation to apply to workers compensation also
- c. Primary Wording

6. If the master contract with the Owner requires additional amounts or types of insurance then subcontractor shall provide insurance certificates for the required coverage. In the event subcontractor fails to maintain insurance coverage required under this contract, contractor may maintain such insurance and charge the expense to the subcontractor or terminate the contract.

7. The Insurance requirements contained in the master subcontract agreement shall in no way limit or relieve the subcontractor of the duties and responsibilities assumed in this contract. Subcontractor shall ensure that all tiers of subcontractors shall maintain in like form and amounts, including additional insured requirements. Copies of certificates of insurance shall be provided by each sub-subcontractor prior to the start of their work on this project.

8. **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 Builders' Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of each 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.

Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of Insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy himself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

If Builder's Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor.

If not covered under the Builders Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at his own expense property and equipment insurance for portions of Subcontractor's work stored off the site or in transit.

If Owner or Contractor has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's work, the Subcontractor may procure such insurance at his own expense as will protect the interests of Subcontractor, and his subcontractors in the work. Such insurance shall also apply to any of the Owner's or Contractors's property in the care, custody or control of the Subcontractor.

9. **Pollution Liability**

Subcontractor shall also maintain the following insurance when:

- a. The Subcontractor's operations under the Subcontractor required testing for abatement, clean-up or treatment of pollutants (other than asbestos)
- b. The Subcontractor will be bringing a significant amount of pollutants to the jobsite
- c. There is a known exposure for disturbance of pollutants or hazardous materials at the jobsite which can be handled best by subcontracting with Specialty Environmental contractor to perform work involving such pollutants or hazardous materials.

Subcontractor shall carry Contractor's Pollution Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury and property damage liability due to pollution. Coverage must include pollution liability for all materials brought onto the project site and for remediation or disturbance of pollutants and hazardous materials found on the project site. Coverage shall be provided on an "Claims Made" basis without a sunset clause. Claims Made coverage is not acceptable. The limit of liability shall not be less than \$1,000,000 each occurrence or claim and \$1,000,000 in the aggregate.

The Contractor, its officers, directors and employees and owner shall be named as Additional Insureds. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance.

If autos owned or hired by Subcontractor will be used to transport Pollutants or Hazardous Materials, then the automobile insurance requirement is amended by addition of the following: "Coverages shall be included for liability arising out of the transportation of pollutants and hazardous materials. The policy shall be endorsed with an MCS 90 Endorsement (Federal Motor Carrier Act) and with Endorsement form CA9948 (Pollution Liability-Broadened Coverage) as published by the Insurance Services Office (ISO)."

10. **Asbestos Liability Insurance**

In addition to the Insurance, Subcontractor shall also maintain the following insurance when the scope of the subcontract includes asbestos abatement work.

The General Liability Insurance shall include or be endorsed to include, or separate Asbestos Liability Insurance policy shall be maintained by Subcontractor to cover bodily injury and property damage arising out of asbestos abatement or removal operations by or on behalf of Subcontractor as required by this Subcontract.

General Liability Coverage for such asbestos abatement or removal operations is subject to the following requirements:

- a. Coverage shall be provided on an "Claims Made" basis without a sunset clause. Claims Made coverage is not acceptable.
- b. Coverage for the asbestos abatement operations shall not be subject to pollution exclusion.
- c. If there is an exclusion for claims by any insured against any other insured, such exclusion shall be deleted.
- d. Coverage shall not be excluded for asbestos bodily injury to employees of the Owner, Contractor and Subcontractor if their designated job duties do not require them to be in the regulated asbestos abatement area.
- e. Coverage for Contractual Liability arising out of Asbestos operations shall be provided on the same basis as afforded by the Comprehensive or Commercial General Liability Policy.
- f. Coverage to be included for Products/Completed Operations for 2 years after completion of the asbestos abatement or removal work.
- g. The policy shall include a Cross Liability, Severability of Interest or a Separation of Insureds provision.
- h. The policy shall not contain any provision or definition which would serve to eliminate coverage for third-party action over claims.
- i. If the policy or any endorsement contains a provision which limits or eliminates bodily injury or property damage coverage based on final air fiber clearance levels, the policy shall be modified so that it is consistent with the clearance level (F/CC) and the appropriate analytical testing protocol contained in the project specifications.

- j. Limits of Liability. The limit of liability shall not be less than combined single limits for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 aggregate for products-completed operations; \$1,000,000 general aggregate. The general aggregate limit shall apply separately to Contractors Asbestos Abatement operations under this contract.
- k. Owner and Contractor, their officers, director and employees shall be named as additional insureds. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by Owner or Contractor shall be excess only and shall not be called upon to contribute with this insurance.

11. **Auto Liability Insurance** (Transportation of Hazardous Materials or Asbestos-Containing Materials)

If autos owned or hired by Subcontractor will be used to transport hazardous materials or asbestos-containing materials, then the following shall apply:

“Coverage shall be included for liability arising out of the transportation of hazardous materials and asbestos-containing materials. The policy shall be endorsed with an MCS 90 Endorsement (Federal Motor Carrier Act) and with Endorsement for CA9948 (Pollution Liability-Broadened Coverage) as published by the Insurance Services Office (ISO).”

12. **Professional Liability**

A \$1,000,000 Professional Liability insurance policy shall be carried if Subcontractor or their subcontractor is to provide any professional services, including but not limited to, design or design/build services to the project. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of work.