



EXHIBIT D – Insurance Requirements
Revised: 6/12/20

Before performing work or conducting any activities at the site of the Project, Subcontractor shall, at its expense, procure and maintain insurance and required coverage's on all its operations, in admitted companies having at least an A. M. Best rating of no less than A-VIII (except for State Fund for Workers' Compensation coverage), or Contractor may consider accepting coverage from a non-California admitted carrier with an A.M. Best rating of A or better, financial capacity of XII or better and in forms acceptable to the Contractor as follows:

- A. Workers' Compensation and Employers Liability Insurance as required by any applicable law, regulation or statute in which Subcontractor's work is performed. Employers Liability Insurance shall be provided in amounts not less than:

- (1) \$1,000,000 each accident for bodily injury by accident;
- (2) \$1,000,000 each employee for bodily injury by disease;
- (3) \$1,000,000 policy limit for bodily injury by disease;

Longshoreman's & Harbor Worker's Act coverage on any employees working under this jurisdiction: Coverage for Jones Act on any maritime exposure; Waiver of Subrogation endorsement in favor of Contractor, Property owner, and the Project Owner (As required by Prime Contract.). If Subcontractor leases any employees through another company, then they will provide evidence of coverage in the form of an alternate employer/leased employee endorsement. Risk Retention Groups are not acceptable.

- B. General Liability Insurance, either Comprehensive General Liability of Commercial General Liability on coverage forms at least as broad as ISO occurrence form CG 0001, including coverage for:

- (1) Premises and Operations;
- (2) Products and Completed Operations;
- (3) Broad Form Property Damage (including Completed Operations)
- (4) Explosion, Collapse, Underground Hazards (including subsidence);
- (5) Contractual Liability insuring obligations assumed in this Subcontract;
- (6) Personal Injury and Advertising Liability
- (7) Severability of Interest Clause
- (8) General Aggregate Limits of Insurance shall apply separately to the project.
- (9) "Claims Made" and "Modified Occurrence" policy forms are not acceptable.
- (10) Any self-insured retention or deductible greater than \$25,000 must be declared to contractor at time of bid and approved by contractor in writing.
 - (a) Subcontractor shall maintain primary and excess products liability and completed operations coverage through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the California Code of Civil Procedure.
- (11) Risk Retention Groups are not acceptable.

Unless otherwise specified in this subcontract, limits of liability shall be the greater of the limits required below or as carried by the Subcontractor. Minimum Limits of Liability shall be for all contractors other than described in section (B.a)

- (1) \$1,000,000 Each Occurrence Bodily Injury and Property Damage combined;
- (2) \$1,000,000 for Personal Injury Liability
- (3) \$2,000,000 Products & Completed Operations aggregate;
- (4) \$2,000,000 General Aggregate

(B.a) Minimum Limits for High Risk subcontractors as defined by Contractor including but not limited to the trades of Mechanical, Electrical, Plumbing, Process Piping, Elevators, Fire Protection, Structural Steel, Metal Decking, Roofing, Earthwork, Foundations, Cranes, Shoring, Scaffolding and Exterior Building Envelope Enclosure shall be:

- (1) \$2,000,000 Each Occurrence Bodily Injury and Property Damage combined;
- (2) \$1,000,000 for Personal Injury Liability
- (3) \$4,000,000 Products & Completed Operations aggregate;
- (4) \$4,000,000 General Aggregate

The limits above can be provided in combination with an excess or umbrella policy.

- C. Automobile Liability Insurance on a coverage form at least as broad as ISO form CA 0001, including:
- (1) Coverage on all owned, non-owned, and hired automobiles;
 - (2) Limit of liability shall not be less than \$1,000,000 Combined Single Limit per accident.
 - (3) Name Contractor as Additional Insured on Auto Liability Policy.
- D. Increased liability limits: If higher limits or other forms of insurance are required by either the Owner or the Contractor, the Subcontractor will comply with such requirements by providing evidence of an umbrella or excess liability policy. This policy shall comply with all of the requirements of the general liability insurance shown above, and will include contractor as an additional insured.
- E. Additional Insured and Primary Insured Requirement:
- (1) Under the Commercial General Liability policy, the Subcontractor shall add the Contractor, its officers, directors and employees and the Owner (as required in this Subcontract) as additional insured. The policy shall stipulate that the insurance afforded the Contractor and the Owner, as additional insured shall apply as primary insurance. Any other insurance carried by the Contractor or the Owner will be excess only and will not contribute with this insurance. Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.
 - (2) The additional insured coverage shall be provided by an endorsement providing coverage at least as broad as:
 - (a) Additional Insured (Form B) endorsement form CG 2010 (1985 version) as published by the ISO (or equivalent);
 - (b) A combination of Additional Insured endorsement form CG 2010 (any edition date) as published by the ISO (or equivalent) and Additional Insured endorsement form CG 2037 (any edition date) as published by the ISO (or equivalent);
 - (3) Additional insured endorsements shall be provided through warranty period following project completion.
 - (4) OCP - Owners and Contractors Protective Liability Coverage policy forms are not acceptable.
- F. Certificates of Insurance shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. In the event Subcontractor does not comply with the requirements of this section, Contractor, at its option, may provide insurance coverage to protect its interests and charge the Subcontractor for the cost of that insurance or Contractor may terminate this Subcontract. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. No work shall be performed at the project site until said certificates have been furnished and approved. Payment may be withheld, or work may be suspended, at the option of the Contractor, until such certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Copies of subcontractor's insurance policies shall be furnished upon request.
- G. Requirements for Sub-Subcontractors, Vendors and Suppliers: Subcontractor shall ensure that its Subcontractors, Vendors and Suppliers of any tier shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth above, and will provide contractor evidence of Sub-Subcontractors, vendors and suppliers insurance prior to their starting work.
- H. Builders Risk Insurance: Contractor and Subcontractor waive all rights against each other and against all other Subcontractors and Owner(s) 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 as they may have to the proceeds of such insurance. If the insurance policies 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.

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

If Builders 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 up to \$25,000.

If Owner or Contractor has not purchased Builders Risk or equivalent insurance including the full insurable value of Subcontractor's work, then Subcontractor may procure such insurance at its own expense as will protect the interests of Subcontractor and its 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 the Subcontractor.

- I. Property Insurance: Subcontractors of every tier shall procure and maintain at its own expense property and equipment insurance for Subcontractor's property, tools, equipment, temporary structures, work in progress (if not covered in "H" above), and work in transit or in temporary storage.
- J. Crane/Riggers Liability: Should Subcontractor or their Subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment by crane or other means, Subcontractor or their Subcontractor, is required to increase their general liability coverage limit to \$4,000,000. This limit can be achieved via a \$3,000,000 umbrella or excess liability policy. Subcontractor, or their Subcontractors, shall carry riggers liability insurance to insure against physical loss or damage to the property or equipment being hoisted, lifted or rigged.
- K. Professional Liability Exposure: A minimum \$1,000,000 Professional Liability Insurance Policy shall be carried by all Subcontractors providing any professional services under this subcontract. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of the project. Coverage must allow for the reporting of claims for a minimum of 10 years following completion of the project. For High Risk subcontractors, as defined by Contractor, and larger scopes of work, a Professional Liability Insurance Policy shall be provided per the table below:
 - (1) High Risk Subcontractors: Mechanical, Electrical, Plumbing, Process Piping, Elevators, Fire Protection, Structural Steel, Exterior Building Envelope/Enclosure, Shoring & Temporary Structures, Deep Foundations, Dewatering Systems, Precast Concrete, Primary Structure, and Tower Cranes where the subcontract value is less than \$5,000,000, shall carry a minimum \$2,000,000 Professional Liability Insurance Policy, meeting all other requirements outlined in Paragraph K.
 - (2) Non-High Risk Subcontractors: whose subcontract value is greater than \$5,000,000 but less than \$10,000,000, shall carry a minimum \$2,000,000 Professional Liability Insurance Policy, meeting all other requirements outlined in Paragraph K.
 - (3) High Risk Subcontractors: listed in K(1) where the subcontract value is greater than \$5,000,000 but less than \$10,000,000, shall carry a minimum \$5,000,000 Professional Liability Insurance Policy, meeting all other requirements outlined in Paragraph K.
 - (4) All Subcontracts: where the subcontract value is greater than \$10,000,000 but less than \$20,000,000, shall carry a minimum \$5,000,000 Professional Liability Insurance Policy, meeting all other requirements outlined in Paragraph K.
 - (5) All Subcontracts: where the subcontract value is greater than \$20,000,000 shall carry a minimum \$10,000,000 Professional Liability Insurance Policy, meeting all other requirements outlined in Paragraph K.
- L. Aircraft/Helicopter Insurance: If the Subcontractor or his Subcontractors use any owned, leased, chartered, or hired aircraft of any type 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. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
- M. Pollution Liability:
 - (1) If Subcontractors or their Subcontractors or Suppliers on any tier are performing work on the building envelope, or perform work that may cause mold or microbial matter, in addition to the above insurance requirements, carry a "Contractors Pollution Policy" with limits not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The policy shall have no exclusion for microbial matter or fungus (Mold).

If Subcontractors or their Subcontractors or Suppliers of any tier are either required to perform remediation of hazardous materials as those terms are defined in federal, state or local law, or if their operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$5,000,000 per occurrence and not less than \$5,000,000 annual aggregate naming Contractor as additional Insured.

Coverage must be provided on an ‘Occurrence Basis’ and a ‘Claims-made coverage’ is not acceptable.

- (2) If Subcontractor or their Subcontractors haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles with limits not less than \$2,000,000. 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. Coverage must be provided on an ‘Occurrence Basis’ and a ‘Claims-made coverage’ is not acceptable.
 - (3) If subcontractors work could in any way contribute to or cause airborne silica to be released, then they shall maintain a pollution liability policy with limits no less than \$1,000,000 per occurrence and \$2,000,000 Aggregate.
- N. Subcontractors responsibility to provide adequate insurance: Subcontractors obligations for loss or damage arising out of Subcontractors work is in no way 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 Subcontractors liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate to Subcontractors requirements. Subcontractor is solely responsible to inform itself of amounts and types of insurance it may need beyond these requirements to protect itself from loss, damage or liability. Failure of Contractor to enforce in a timely manner any of the provisions of these Insurance Requirements shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Subcontract. Any exceptions to these Insurance Requirements must be delineated in the Contract Documents.
- O. Subcontractors use of Contractor’s Equipment: Contractor may permit Subcontractor to use Contractor’s equipment. Contractor may require the return of equipment to Contractor’s custody and control for any reason and at any time, and Contractor may allow parties the use of equipment at any time. Subcontractors accessing or utilizing any Contractor provided Scaffolding or Contractor provided Fall Protection Systems shall complete the required Scaffold and/or Fall Protection Loan and Indemnity Agreement Release.
- Subcontractor is solely responsible for its activities while using equipment and agrees to use the EQUIPMENT at its own risk. Contractor makes no warranties or guarantees regarding the safety or suitability for a particular purpose, or the
- accuracy or effectiveness of the equipment to be used. Subcontractor has inspected the equipment to its full satisfaction before taking possession to ensure the equipment is operating safely.
- Subcontractor agrees that Contractor shall have no liability for any damages resulting from the use of the EQUIPMENT by Subcontractor. Subcontractor agrees that all terms of paragraph 17, “Insurance and Indemnity” shall apply to Subcontractor’s use of equipment.
- Subcontractor shall ensure that its employees, agents and any individual(s) assigned by Subcontractor to operate the equipment (collectively “Operators”) are trained and certified on the operation of the equipment before operating equipment. Before operating equipment, any operator shall have demonstrated their understanding of all hazards related to the operation of the equipment. All operators assigned by Subcontractor to operate the equipment shall be under the sole and exclusive supervision, direction and control of Subcontractor.
- If Contractor permits Subcontractor to use any of Contractor’s equipment, coverage for physical damage insurance for Contractor’s equipment that is rented, leased, or hired from others. Limits of insurance shall not be less than \$100,000 per item/per occurrence. Insurance must not exclude or restrict coverage for any damage to the boom of EQUIPMENT caused by overload.
- P. 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.

Q. Other requirements:

- (1) Any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract including the duty to indemnify and hold harmless Contractor under other provisions hereof. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subcontractor for liability in excess of such coverage nor shall it preclude Contractor from taking such other actions as is available to it under any other provision of this Subcontract or law. If higher limits or other forms of insurance are required in the Prime Contract, Subcontractor will comply with such requirements.
- (2) Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s).
- (3) 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 to continuously satisfy insurance requirements as herein provided is a material breach of contract. In the event Subcontractor fails to maintain any insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor or terminate this contract.
- (4) Subcontractor will notify Contractor in writing within 24 hours of receiving a Notice of Cancellation on any insurance policy required in these insurance requirements. Notice of Cancellation should be faxed to the attention of Contractor's Accounting Department. Failure of Subcontractor to provide timely notice of pending cancellation shall be considered a material Breach of Contract.

End of Exhibit D

Subcontractor's Initials: _____

General Contractor's Initials: _____