

## INSURANCE REQUIREMENTS

**Certificates of Insurance in compliance with this Section or otherwise acceptable to Contractor will be furnished to Contractor prior to commencement of any work on the project.** Subcontractor shall, at its sole cost and expense, procure and maintain the following insurance covering Subcontractor's obligations under this Agreement on all of its operations with companies acceptable to Contractor for the life of the Agreement, but in no event less than one year from the expiration of all of Subcontractor's warranty obligations or such additional time as required by Federal or State law or the terms of Contract Documents ("Required Insurance Period"):

- .1 Workers' Compensation as required by law and Employers Liability:
  - a. Bodily injury by accident: \$1,000,000 each accident
  - b. Bodily injury by disease: \$1,000,000 each employee
  - a. Bodily injury by disease: \$1,000,000 policy limit
  - d. If leased employees are used, issuance of an Alternate Employer's Endorsement.
- .2 Commercial General Liability: \$1,000,000 per occurrence with a maximum deductible or Self Insured Retention of \$25,000 or as approved by Contractor, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate including products/completed operations for the duration of the Required Insurance Period and,
  - a. Additional Insured Endorsement naming Contractor and the Owner, and their respective officers, directors and employees, including providing completed operations coverage to said additional insureds, at all times during performance of the Work and continuing through the duration of Subcontractor's warranty period as specified in the Contract Documents; and,  
  
(The CG2010/1185 form or its equivalent meets this requirement. We require coverage for liability arising from "your work" or "your operations". "Your ongoing operations" language alone is not acceptable.)  
  
We will also accept a Blanket Additional Insured Endorsement providing coverage to Contractor and the Owner, their officers, directors and employees that meets the coverage requirements listed herein, however such endorsements must include products/completed operations coverage.
  - b. Primary and Non-contributory: Such insurance afforded by the policy for the benefit of the additional insureds shall be primary to Contractor's and/or Owner's interest and any insurance or self-insurance maintained by Contractor, Owner or any other additional insureds, shall be excess and non-contributory to the insurance required of Subcontractor hereunder.
  - c. Waiver of subrogation for Owner and Contractor
  - d. If the Work involves exposure to explosion, collapse, or underground hazards, any exclusions relative to explosion, collapse or underground hazards must be removed.
  - e. Claims Made and/or Modified Occurrence forms are not acceptable.
- .3 Automobile Liability: Not less than \$1,000,000 combined single limit each accident covering, at minimum, all owned, scheduled, hired and non-owned automobiles. If Subcontractor or its subcontractors of any tier are required to haul hazardous materials in performance of the Work, Subcontractor and/or its subcontractors must carry Automobile Liability insurance with limits not less than \$1,000,000 covering such transportation and hauling of hazardous materials.



- .4 Professional Liability: Design and Design/Build subcontractors, including subcontractors providing professional design or engineering services, are also required to procure and maintain professional liability insurance coverage, including contractual liability insurance, with a minimum limit of \$1,000,000 and a maximum deductible of \$25,000 or as approved by Contractor.
- .5 Pollution Liability: If the Work required by Subcontractor or its subcontractors of any tier involves, in whole or in part, remediation or abatement of hazardous materials/substances or contaminants (as defined by applicable law, statutes, codes, regulations or ordinances), demolition or renovation that may involve materials containing hazardous materials/substances or contaminants, or if the Subcontractor's primary business is providing demolition services, Subcontractor shall maintain Contractor's Pollution Liability insurance of not less than \$2,000,000 per occurrence and name Panattoni Construction and Owner as additional insureds. This policy must include coverage for disposal at non-owned disposal sites.
- .6 Excess or Umbrella: In addition to the above-stated insurance requirements, if the compensation under this Agreement exceeds \$1,000,000, Subcontractor agrees to procure and maintain excess or umbrella insurance on a follow form basis over General Liability, Automobile and Employers Liability, with a minimum limit of \$5,000,000.
- .7 Installation Floater and Equipment Floater: In addition to the above-stated insurance requirements, Subcontractor shall insure at full replacement value all property, machinery and equipment required by the Work at all times and/or locations prior to installation into the Project. Subcontractor shall maintain at its sole cost and expense insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Subcontractor may use in performance of the Work. Subcontractor is solely responsible for any deductibles, self insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations of this Section.
- .8 If Subcontractor's Work requires it to perform operations within 50 feet of property, an easement or right of way owned by a railroad, Subcontractor shall ensure that its General Liability and other policies as applicable have been endorsed to remove any exclusion for such Work. Subcontractor shall provide to Contractor proof of coverage endorsement prior to commencement of any Work within such 50 feet of a railroad, and shall provide such endorsement at no additional cost to Contractor. Alternatively, Contractor may require Subcontractor to purchase a Railroad Protective Policy, which cost shall be subject to a change order as permitted under this Agreement only if such Railroad Protective Policy is required after execution of this Agreement. Subcontractor also agrees to be bound by the terms of any right of entry, license agreement or other agreement required by a railroad as a condition of performing the Work.
- .9 All carriers providing coverage under this Agreement must be approved by the regulatory agency in the state where the project is located and/or where the Work is being performed, and must have at least an A.M. Best rating "A-" and a Financial Size Category of "VIII" or better. Subcontractor waives any and all rights of subrogation against Contractor and Owner.
- .10 If the Subcontractor or its subcontractors use any owned, leased, or chartered aircraft (including helicopters) in the performance of their contract, they shall maintain aircraft liability insurance of not less than \$10,000,000 per occurrence including passenger liability.
- .11 Builders Risk: Except as modified by the Prime Contract, in the event of a claim against the builders risk policy for this Project and in which Subcontractor submits a claim for loss under the policy, Subcontractor shall be responsible for its proportionate share of the builders risk deductible applicable to a particular loss. Subcontractor's share of the deductible for each claim under this policy shall be computed on the following basis: the percentage of Subcontractor's claimed loss in a particular claim, as substantiated by documentation acceptable to the Contractor, in relation to the total value of the loss under the respective builders risk claim ("Percentage"). The Percentage shall then be applied to the applicable builders risk deductible and charged to Subcontractor. Subcontractor's share of the deductible shall be immediately payable to Contractor upon demand



and may be withheld by Contractor from any amounts due, or that may be due thereafter, to Subcontractor under any agreement between Contractor and Subcontractor.

- .12 Policies shall have mandatory 30 day cancellation notice, except 10 day for non-payment.
- .13 If Contractor requires additional coverage, policies or limits than those specified herein, upon Contractor's request Subcontractor shall procure such insurance coverage and limits at Contractor's cost.
- .14 Subcontractor shall cause each sub-subcontractor of any tier retained by Subcontractor to perform any portion of the Work to purchase, obtain and maintain the herein required insurance for the duration of the Work, prior to commencing any portion of the Work. Any such sub-subcontractor of any tier shall name Owner and Contractor as additional insureds on their respective policies. Prior to commencement of any portion of the Work by a sub-subcontractor of any tier, Subcontractor shall provide Contractor with copies of appropriate certificates of insurance and endorsements evidencing the required insurance for each sub-subcontractor. Subcontractor shall also obtain from each such subcontractor a written indemnification in form and substance equivalent to the indemnity set forth herein, except that such indemnity shall be from such sub-subcontractor for the benefit of Owner and Contractor.
- .15 No policy maintained by Subcontractor pursuant to these requirements shall contain any deductible or self-insured retention as to any additional insured. In any event, Subcontractor is solely responsible for any deductible or self-insured retention associated with any policy maintained by Subcontractor as set forth herein, including any deductibles or self-insured retentions that may apply to Contractor or Owner by nature of their being named as additional insureds.
- .16 Subcontractor's policies shall not contain any exclusionary language or limitations that are applicable to any additional insured that are not applicable to the named insured.
- .17 If Subcontractor fails to procure or maintain any required insurance, Contractor shall have the right, but not the obligation, to secure such insurance in the name of and for the account of Subcontractor. In this event, Contractor shall have the right to back-charge Subcontractor for the cost of procuring such insurance out of any monies otherwise due Subcontractor, including any retention.
- .18 Contractor's acceptance of Subcontractor's compliance with the insurance provisions herein shall not in any way limit, alter or release Subcontractor from its duties, liabilities and responsibilities contained in the Agreement.
- .19 To the fullest extent permitted by law, if Subcontractor is out of business or otherwise unavailable at the time a Claim is presented to Contractor involving this Agreement, Subcontractor hereby assigns to Contractor all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance. This provision shall not apply to those policies where there is an express prohibition against assignment.