

NOTE: BSD Builders, Inc. & <Customer> must be listed as an additional insured

**PROJECT: Job #<JobNumber>, <JobDescription>
<JobStreetAddress>, <JobCityStateZip>**

This Attachment is attached and incorporated into the Subcontract Agreement between the parties, as the parties desire to amend said document. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of this Attachment and those of the above referenced Subcontract Agreement between the parties, this Attachment shall govern.

Immediately send a copy of this information to your insurance broker for compliance. **Please fax your project specific certificates of insurance and endorsements to Ebix at (888) 749-7808 or e-mail them to bsd@ebix.com as one attachment.**

1.0 Subcontractor shall, at its own expense, maintain in effect at all times during the performance of the work under the contract not less than the following coverage and limits of insurance which shall be maintained under forms of policies and from companies satisfactory to the Contractor and Owner. The insurance company must have a financial rating of at least A-VII as defined by A.M. Best Company. Copies of policies shall be provided when requested.

2.0 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation. A waiver of subrogation endorsement is required. 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

If there is an exposure of injury to Subcontractor's employees under the U. S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3.0 General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering operations by or on behalf of Subcontractor. A waiver of subrogation endorsement is required. Subcontractor shall provide insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) premises and operations;
- (2) products and completed operations;
- (3) broad-form contractual liability;
- (4) broad-form property damage (including completed operations)
- (5) explosion, collapse and underground hazards;
- (6) personal injury liability/advertising injury; and
- (7) mold coverage (if mold or fungus coverage is excluded on the general liability policy then subcontractor shall provide evidence of this coverage on the pollution liability policy (See Section 10 below)).

One of the following coverage forms is required:

- Comprehensive General Liability
- Commercial General Liability (Occurrence)

3.1 A "claims made" policy form is not acceptable without prior approval.

3.2 A "modified occurrence" policy is not acceptable.

3.3 Minimum Limits of Liability.

3.3.1 Comprehensive General Liability Form

\$2,000,000 each occurrence Bodily Injury and Property Damage
\$2,000,000 aggregate

3.3.2 Commercial General Liability Form
\$2,000,000 each occurrence Bodily Injury and Property Damage
\$2,000,000 Personal Injury
\$2,000,000 aggregate for Products - Completed operations
\$2,000,000 general aggregate

3.3.3 Excess/Umbrella Liability. The limits for each occurrence for Comprehensive and Commercial General Liability may be reduced to \$1,000,000 if there is a minimum \$1,000,000 coverage of Excess/Umbrella Liability.

3.4 Per Project Aggregate. The policy must have an endorsement providing that the general aggregate limit applies separately to this project. If a per-project aggregate is not provided the aggregate limit shall be \$5,000,000.

4.0 Automobile Liability Insurance. Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$2,000,000 combined single limit each accident for bodily injury and property damage. As long as the auto liability is scheduled over the umbrella policy, the combined single limit may be reduced to \$1,000,000 if there is a minimum \$1,000,000 coverage of Excess/Umbrella Liability.

5.0 Certificates of Insurance. Certificates of Insurance, as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be crossed out on the certificate.

5.1 Certificates, including additional insured endorsement, shall be furnished for one (1) year following completion of the project.

6.0 Additional Insured Endorsement and Primary Insurance Clause. The Bodily Injury and Property Damage Liability policies shall include a provision or endorsement, at least as broad as the (Form B) CG20 10 11 85 as published by Insurance Services Offices (ISO), naming as additional insured with respect to liabilities arising out of Subcontractor's performance of the work under contract, any person or organization for whom Subcontractor is required by written contract, agreement or permit to name. The endorsement shall also provide that such insurance is primary insurance with respect to the interest of the Contractor and Owner and that any other insurance maintained by the Contractor and Owner is excess and not contributing insurance with the insurance requirement hereunder.

6.1 A sample Form B is attached hereto.

7.0 Insurance Requirements for Sub-subcontractors. The Subcontractor shall ensure that all tiers of their Subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, all as set forth in Paragraph 3.0. Copies of the certificate must be provided prior to the sub-subcontractors entering the site.

8.0 Aircraft Insurance. If the Subcontractor or their Subcontractors use any owned, leased, chartered or hired aircraft of any type (including helicopters) 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 work.

9.0 Professional Liability Exposures. 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.

10.0 Hazardous Materials/Pollution Liability/Mold Coverage. Subcontractor shall provide a Contractors Pollution liability policy with coverage for mold or fungus with limits of \$2,000,000 per occurrence if the general liability policy has an exclusion for losses due to mold or fungus. In addition, if Subcontractor, or their Subcontractors are required to perform remedial hazardous material operations such as asbestos containing materials, contaminated soil etc. they must carry a "Contractor's Pollution Liability" policy with limits not less than \$2,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as additional Insured.

10.1 Automobile Pollution Liability. If Subcontractor or their subcontractors haul hazardous waste they must carry Automobile Liability Insurance with a \$2,000,000 combined single limit per occurrence for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include MCS 90 coverage.

11.0 Builders Risk 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 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 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.

11.1 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 itself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

11.2 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.

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

11.4 If Owner or Contractor has not purchased Builder's 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 Subcontractor.

12.0 Riggers Liability. Should Subcontractor's work involve the rigging of property, Subcontractor shall carry "Riggers Liability Insurance" to insure against physical loss or damage to the property being lifted. Evidence of coverage shall be provided in the form of a Certificate of Insurance.

13.0 Acceptance by Contractor. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by said Subcontractor in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

- END OF ATTACHMENT A -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

sample

PRIMARY INSURANCE WORDING

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED(S) IS PRIMARY AND ANY OTHER COVERAGE MAINTAINED BY SUCH ADDITIONAL INSURED(S) SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THE POLICY.

sample

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization for whom **[Insured]** is required by written contract, agreement or permit are named as an additional insured under this policy, but only with respect to liability arising out of operations performed under the Subcontract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is understood and agreed that this insurance is primary insurance and any other insurance maintained by the additional insureds shall be excess only and not contributing with this insurance.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

(ED. 4-84)

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 _____ % of the California workers' compensation premium otherwise due on such remuneration.

	Schedule
Person or Organization	Job Description

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

Policy No.

Endorsement No.

Insured

Insurance Company:

Countersigned By _____

WC 04 03 06

(Ed. 04-84)

ENDORSEMENT

Named Insured			Endorsement Number
Policy Number	Policy Period	To	Effective Date of Endorsement
Issued by			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

IT IS AGREED WAIVER OF SUBROGATION IS ADDED TO THIS POLICY REGARDING ANY ADDITIONAL INSURED.

WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN IN ENDORSEMENT NUMBER (11), THE ADDITIONAL INSURED ENDORSEMENT, BECAUSE OF PAYMENT WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE UNDER A CONTRACT WITH THAT PERSON OR ORGANIZATION. THE WAIVER APPLIES ONLY TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN STATED ABOVE.