

ADDENDUM A
INSURANCE REQUIREMENTS FOR INDIVIDUAL TRUCKERS

1. **INSURANCE**: Prior to commencing any work, Subcontractor or Service Provider shall, at its sole expense, procure and maintain insurance on all of its operations, with minimum amounts and policy forms acceptable to Contractor as contained in the Owner's contract and as specified below. Required insurance shall be maintained during the term of the Subcontract agreement and through all applicable statute of limitation periods following completion of the work. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor or Service Provider shall procure and maintain insurance to satisfy such requirements. Any deductible(s) or self-insured retention(s) shall be borne by Subcontractor or Service Provider and not by Contractor or Owner.
- 1.1. **QUALIFYING INSURERS**: All policies required hereunder shall be issued by insurance companies authorized to transact business in the State of California with a minimum A.M. Best rating of A- VIII, unless otherwise approved by the Contractor. An exception is allowed for Workers' Compensation insurance provided by California State Compensation Insurance Fund.
- 1.2. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** shall be maintained as required by any applicable law or regulation, including U.S. Longshoreman's and Harbor Workers' Compensation Act, the Jones Act or any other Federal, State or local employment regulations.

Employer's Liability Insurance limits shall be at least:
\$1,000,000 each accident for bodily injury by accident
\$1,000,000 each employee for bodily injury by disease
\$1,000,000 policy limit for bodily injury by disease

The policy shall provide a Waiver of Subrogation to the Contractor, its parent and affiliated companies, the Owner and their respective officers, directors and employees, and any other parties required by Owner on NCCI form WC 00 03 13, or its equivalent. If Subcontractor or Service Provider leases any employees through another company, then they will provide evidence of coverage in the form of an alternative employer/leased employee endorsement. Risk Retention Groups are not acceptable.

- 1.3. **COMMERCIAL GENERAL LIABILITY INSURANCE** shall be maintained on policy forms at least as broad as ISO form CG 0001 covering all operations performed by or on behalf of the Subcontractor or Service Provider including, but not limited to, the following coverages and minimum limits:
 - A. Premises & Operations
 - B. Products and Completed Operations, which shall be maintained through the expiration of all applicable statutes of limitation following completion of the work
 - C. Personal and Advertising Injury Liability
 - D. Contractual Liability insuring the obligations assumed by Subcontractor or Service Provider in this Agreement
 - E. Broad Form Property Damage, including Completed Operations
- 1.3.1. Limits of Liability based on Subcontractor's or Service Provider's scope of work
 - A. Limits of Liability for all Subcontractors or Service Providers, shall be at least:
\$1,000,000 Each Occurrence for Bodily Injury and Property Damage Liability
\$1,000,000 Personal Injury and Advertising Liability
\$1,000,000 Products and Completed Operations Aggregate
\$2,000,000 General Aggregate

- 1.3.2. Additional Insured Requirement- The Contractor, its parent and affiliated companies, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds. The additional insured provisions shall include products and completed operations coverage, and shall be maintained on all subsequent policy renewals through all applicable statute of limitation periods following completion of the work. The additional insured provisions shall be at least as broad as the combination of ISO Additional Insured forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalent.
- 1.3.3. Primary Insurance Requirement - The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor or Service Provider's insurance.
- 1.3.4. Other General Liability Insurance Requirements -
- A. Coverage shall apply on an "occurrence" basis. Claims made or modified occurrence policies are not allowed.
 - B. The General Aggregate Limit shall apply separately to this project.
 - C. Any "Overall or Total Policy Aggregate Limit" shall be submitted to Contractor for approval prior to commencing work.
 - D. Defense Costs shall be in addition to the policy limits.
 - E. The policy shall provide a Waiver of Subrogation to all Additional Insured parties.
 - F. Any "cross suits" exclusions shall not apply to any additional insureds.
 - G. There shall be no provision which excludes or limits coverage for claims brought by employees of any Subcontractor or Service Provider or claims by any lower tier Subcontractor or Service Providers, such as an independent Subcontractor or Service Provider exclusion
 - H. There shall be no coverage exclusions or restrictions for subsidence, earth movement, explosion, collapse or underground hazards.
 - I. If Subcontractor or Service Provider of any tier performs any work or conducts any operations within fifty feet of any railroad, Subcontractor or Service Provider shall obtain an endorsement to its 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 or Service Provider within fifty feet of any railroad.
 - J. There shall be no coverage exclusions or restrictions for any residential construction, including, but not limited to, apartments or other types of multi-family housing.
 - K. Deductibles or Self Insured Retentions greater than \$25,000 shall be submitted to Contractor for approval prior to commencing work. All Self Insured Retentions shall be disclosed on the certificates of insurance and a copy of the Self Insured Retention endorsement or policy provision shall be provided along with the certificate of insurance. All Self Insured Retention provisions must state that retention amounts may be satisfied by either the Named Insured(s) or any Additional Insured(s). Self Insured Retentions that can be satisfied by only the Named Insured(s) are not acceptable.
- 1.3.5. General Liability Insurance Requirements for Specific Trades - The following provisions apply in addition to the requirements stated in Article 1.3.4.:
- A. Any Subcontractor or Service Provider of any tier performing work involving Roofing; Exterior siding, stucco, or skin of any type, including, but not limited to, Exterior Insulation and Finish Systems (EIFS); Flashing; Waterproofing; Fire protection; HVAC; Plumbing; Sewer; Water; or any other trades as Contractor may designate, shall provide acceptable evidence that their General Liability insurance either (a) does not have any exclusions or limitations for claims from mold, fungus or bacteria; or (b) shall provide evidence of other acceptable insurance such as Contractor's Pollution Liability to adequately insure these exposures.
 - 8. Any Subcontractor or Service Provider of any tier performing work involving EIFS shall provide acceptable evidence that their General Liability insurance either (a) does not have any exclusions or limitations for claims arising from EIFS work; or (b) shall provide evidence of other acceptable insurance to adequately insure the exposures involving EIFS work.

- 1.4. AUTOMOBILE LIABILITY INSURANCE shall be maintained on policy forms at least as broad as ISO form CA 0001, including, but not limited to, the following coverages and minimum limits:
- A. Coverage for all owned, non-owned and hired automobiles.
 - B. Limit of liability shall be at least \$1,000,000 combined single limit.
 - C. If the Subcontractor or Service Provider or its Subcontractor or Service Providers transport hazardous materials, regulated substances or wastes, the policy shall include Endorsement MCS-90. Auto Liability limit requirement shall be \$5,000,000. Policy to be endorsed to include CA 99 48 1013 Pollution Liability.
 - D. **The Contractor, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds.**
- 1.5. POLLUTION LIABILITY INSURANCE
- A. If any Subcontractor or Service Provider of any tier handles hazardous materials (including, but not limited to, asbestos, lead, silica, PCB's, contaminated soil, etc.), or if their operations create an exposure to hazardous materials, they must provide Contractor's Pollution Liability Insurance with limits not less than \$2,000,000 per incident and \$2,000,000 aggregate for Bodily Injury, Property Damage, Environmental Damage or Clean-up Costs, including coverage for Non-Owned Disposal Sites.
 - B. If any Subcontractor or Service Provider of any tier transports hazardous materials, they must provide Contractor's Pollution Liability Insurance which includes coverage for pollution conditions arising from the transportation of hazardous materials with limits not less than \$5,000,000 per incident and \$5,000,000 aggregate for Bodily Injury, Property Damage, Environmental Damage or Clean-up Costs, including coverage for Non-Owned Disposal Sites.
 - C. With respects to Subcontractor or Service Providers of any tier performing work as identified in Article 1.3.5., it shall be permissible for said Subcontractor or Service Provider to provide Contractor's Pollution Liability insurance which includes coverage for claims from mold, fungus or bacteria. The limit of liability shall be not less than \$1,000,000 each incident and \$2,000,000 aggregate for Bodily Injury, Property Damage, Environmental Damage or Clean-up Costs.
 - D. Whether written on an "Occurrence" basis or on a "Claims Made" basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period through all applicable statute of limitation periods following completion of the work.
 - E. The Contractor, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds during the term of the Subcontract agreement and through all applicable statute of limitation periods following completion of the work. The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor or Service Provider's insurance.
- 1.6. PROFESSIONAL LIABILITY INSURANCE
- A. If Subcontractor or Service Provider or any Sub-Subcontractor or Service Provider performs any professional, design or design-build work or services, they must provide Professional Liability Insurance with limits not less than \$1,000,000.
 - B. Coverage must have an effective date, retroactive date or prior acts date prior to the start of any professional services.
 - C. Coverage must be continuous or allow for the reporting of claims for 3 years following completion of the work.
- 1.7. AIRCRAFT LIABILITY INSURANCE
- A. If Subcontractor or Service Provider or any Sub-Subcontractor or Service Provider uses any owned or non-owned aircraft of any type in the performance of their work, they shall maintain aircraft liability insurance with limits not less than \$10,000,000 per occurrence including Passenger Liability.
 - B. The Contractor, the Owner and their respective officers, directors and employees, and any other parties required by Owner shall be additional insureds.
 - C. Unmanned (Including unmanned aerial vehicles/drones) shall maintain limits not less than \$1,000,000.
- 1.8. RIGGERS LIABILITY INSURANCE - If Subcontractor or Service Provider or any Sub-Subcontractor or Service Provider performs any work involving the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.

- 1.9. INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTOR OR SERVICE PROVIDERS - Subcontractor or Service Provider shall insure that all tiers of Sub-Subcontractor or Service Providers shall procure and maintain insurance in like form and amounts, including the Additional Insured requirements set forth in this Addendum. Each Sub-Subcontractor or Service Provider shall provide acceptable certificates of insurance and required policy endorsements to Contractor before commencing any work hereunder.
- 1.10. INSURANCE GREATER THAN THE MINIMUM REQUIREMENTS - The insurance limits and coverages stated in this Addendum are minimum required limits and coverages. To the extent Subcontractor or Service Provider maintains insurance policies with limits greater or coverage broader than any of the minimums established herein, then Subcontractor or Service Provider agrees that such higher limits and broader coverage shall be deemed to be the required minimum and shall be available to the Additional Insureds with respects to any of Subcontractor or Service Provider's insurance obligations hereunder.
- 1.11. PROPERTY/BUILDER'S RISK INSURANCE
- A. Where Property/Builder's Risk insurance purchased by Owner or Contractor contains deductibles, then Subcontractor or Service Provider shall be responsible for such deductible applicable to damage to Subcontractor or Service Provider's work and/or damage to other work caused by Subcontractor or Service Provider.
 - B. Subcontractor or Service Provider shall be bound by any loss adjustment made between the Owner or Contractor and the insurance company(ies).
 - C. Where Property/Builder's Risk insurance is not purchased by Owner or Contractor for the benefit of the Subcontractor or Service Provider, then Subcontractor or Service Provider shall be fully responsible for all loss or damage to Subcontractor or Service Provider's work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor or Service Provider.
 - D. Contractor and Subcontractor or Service Provider waive all rights against each other and against all other Subcontractor or Service Providers and Owner for loss or damage to the extent reimbursed by Property/Builder's Risk insurance applicable to the work, except such rights as they may have to proceeds of such insurance.
 - E. Contractor shall not be responsible for any loss or damage to Subcontractor or Service Provider's work, however caused, until after final acceptance by Owner and Contractor.
 - F. Contractor shall not be responsible for loss or damage to materials, tools, equipment or other personal property owned, rented or used by Subcontractor or Service Provider or anyone employed by Subcontractor or Service Provider.
- 1.12. CERTIFICATES OF INSURANCE - Subcontractor or Service Provider shall provide acceptable certificates of insurance along with all required policy forms or endorsements to Contractor before commencing any work under this Subcontract Agreement. Full copies of policies shall be furnished upon request. The Certificates of Insurance and required endorsements shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the Contractor. Subcontractor or Service Provider shall continue to provide certificates of insurance and required policy endorsements, including the required additional insured endorsements, for a period of three (3) years following completion of the work. All policies shall contain a minimum thirty (30) days notice of cancellation. Subcontractor or Service Provider shall make every effort to have each policy endorsed so that the insurer will provide thirty (30) days notice of cancellation directly to Contractor. If the insurers refuse, then Subcontractor or Service Provider agrees and warrants to immediately notify Contractor in the event of any policy cancellation. Subcontractor or Service Provider shall continue to provide certificates of insurance and required policy endorsements, including the additional insured endorsements, through all applicable statute of limitation periods following completion of the work.
- 1.13. NON-COMPLIANCE - In the event Subcontractor or Service Provider does not comply with the requirements of this Addendum, Contractor may, at its option, provide insurance coverage to protect the Contractor and charge the Subcontractor or Service Provider for the cost of that insurance, hold the Subcontractor or Service Provider responsible for all costs incurred by Contractor as a result of Subcontractor or Service Provider's failure to maintain the proper insurance, and/or terminate this Subcontract Agreement. Contractor, at its option, may withhold payment until acceptable 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. Contractor's acceptance of insurance certificates shall in no way limit or relieve the Subcontractor or Service Provider of the duties and responsibilities stated in this Subcontract Agreement. Neither the forbearance nor omission by Contractor to require proof of all provisions of this insurance from Subcontractor or Service Provider will be deemed as a waiver of Contractor's rights or Subcontractor or Service Provider's obligations regarding the provisions of this Subcontract Agreement.
- 1.14. Controlled Insurance Program - if the Contract Documents require participation in an Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP), Subcontractor or Service Provider shall fully participate and cooperate with Contractor and Insurance Program Administrator in compliance of the program requirements, including the payment of any premiums as determined by GCC or OCIP Administrator/Project Owner.