

SUBCONTRACTOR INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Subcontractor shall furnish a Certificate of Insurance which fully complies with the Subcontract insurance requirements, including those set forth herein, prior to starting work. 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 approved by the Contractor. An exception is allowed for Worker's Compensation Insurance provided by California State Compensation Fund.

THINK GREEN! In an effort to become more efficient we will no longer accept hard copies of insurance certificates. All Insurance certificates must be emailed to insurance@wlbutler.com.

- **Workers' Compensation and Employers Liability Insurance.** Worker's Compensation insurance shall be provided as required by California Law or any applicable law or regulation including U. S. Longshoremen's and Harbor Workers Compensation Act, and The Jones Act. If Subcontractor leases any employees through another company, then Subcontractor shall also provide evidence of coverage in the form of an alternative employer/leased employee endorsement. Subcontractor shall provide insurance in amounts of not less than \$1,000,000 for any bodily injury. Subcontractor's insurance carrier shall waive rights of subrogation against W. L. Butler Construction, Inc., the Owner and all other indemnitees named in the Contract Documents, and subcontractor's insurance policies shall contain an endorsement requiring such waiver of subrogation on NCCI form WC 00 03 13.

- **General Liability Insurance.** Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance on policy forms as least as broad as ISO Form CG 0001 covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

The limits of liability for all Subcontractors, other than those specified in the following paragraphs shall not be less than the amounts required of Subcontractor under the Contract Documents, but in no event less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury and advertising injury liability
- \$2,000,000 aggregate for Products-Completed Operations
- \$2,000,000 general aggregate

The general aggregate limit shall apply separately to Subcontractor's work under this Agreement.

Subcontractors Subject to Higher Limits. The following Subcontractors of any tier are required to provide the higher limits of liability as noted below: Any Subcontractor whose scope of work involves **grading, concrete, shoring, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing, exterior siding, stucco or skin of any type, flashing, installation of skylights, windows, storefronts or exterior doors; waterproofing; exterior sheet metal; rough carpentry; scaffold operations; crane operations; or any other trades as Contractor may designate**, must provide evidence of coverage in amounts not less than and providing coverage for:

- \$5,000,000 Each Occurrence for Bodily Injury and Property Damage
- \$5,000,000 Personal Injury and Advertising Liability
- \$5,000,000 Products and Completed Operations Aggregate
- \$5,000,000 General Aggregate

These limit requirements can be attained through the combination of General Liability and Excess Liability Limits.

The general aggregate limits shall apply separately to Subcontractor's work under this Agreement. Defense Costs shall be in addition to the policy limits required above. Subcontractor's insurance carriers shall waive all rights of subrogation against Contractor, Owner and all other indemnitees in the Contract Documents, and Subcontractor's insurance policies shall contain an endorsement requiring such waivers of subrogation.

Any Deductible or Self-Insured Retention 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 provisions shall be provided along with the certificate of insurance. All Self-Insured Retention provisions must state that the retention amounts may be satisfied by either the Named Insured(s) or any Additional Insured). Self-Insured Retentions that can be satisfied only by the Named Insured(s) are not acceptable.

Additional Insured Endorsement. W. L. Butler Construction, Inc., its officers, directors and employees; The Owner; their directors, officers and employees and any other parties required by owner shall be named as additional insured as provided by a policy provision or by either an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG20101185 as published by the Insurance Services Office (ISO), a combination of ISO Additional Insured forms CG 2010 1001 and CG 2037 1001, or their equivalent. 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.

Subcontractor will modify their insurance policy by endorsement, to stipulate that their General Liability insurance coverage applicable to the additional insureds is primary insurance and that any other insurance carried by the Contractor will be excess only and will not contribute with this insurance. Any cross-suits exclusion shall not apply to an Additional Insured.

In the event of any reduction or exhaustion of an aggregate annual limit of liability or any general aggregate policy limit of liability, Subcontractor shall then obtain additional insurance to replenish the limits of liability herein provided.

Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Contractor.

- **Pollution Liability Insurance.** The following Subcontractors of any tier are required to provide and maintain Pollution Liability Insurance meeting the minimum requirements herein: **(1) Any Subcontractor whose scope of work requires the handling and/or transportation of hazardous materials (including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law); or (2) any Subcontractor whose scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as Contractor may designate.** The Pollution Liability Insurance shall meet or exceed the following minimum requirements:
 - A. Limits of not less than \$1,000,000 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. For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
 - C. 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.

D. 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 statutes of limitation and repose. 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 Subcontractor's insurance.

- **Automobile Liability Insurance.** Subcontractor shall carry Automobile Liability insurance, including coverage for all owned, hired and non-owned vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. If the Subcontractor or its subcontractors transport hazardous materials, regulated substances or wastes, the Policy shall include Endorsement MCS-90. The Contractor, Owner and their respective officers, directors and employees, and any other parties required by the Agreement or Owner shall be Additional Insureds. Subcontractor's insurance carriers shall waive all rights of subrogation against Contractor, the Owner and all other indemnitees in the Contract Documents, and Subcontractor's insurance policies shall contain an endorsement requiring such waivers of subrogation

- **Professional Liability Exposures.** Subcontractor shall carry a \$1,000,000 Professional Liability insurance policy if Subcontractor or its subcontractor is to provide design/build services to the project. Coverage must have an effective date, retroactive date or prior acts date prior to the start of any professional service. Coverage must be continuous or allow for the reporting of claims for 4 years following completion of the work.

- **Crane Insurance.** If Subcontractor or their Sub-subcontractors perform any work involving the use of any owned, leased, chartered or hired crane of any type, they shall maintain general liability insurance in an amount not less than \$5,000,000 per occurrence. Evidence of coverage in the form of a Certificate of Insurance shall be provided to Contractor prior to start of work. The Contractor, Owner and their respective officers, directors and employees and any other parties required by Owner, shall be additional insureds.

Riggers Liability Insurance. If Subcontractor or any Sub-Subcontractor 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 in an amount adequate to insure against the physical loss or damage to the property or equipment in its care

Certificates of insurance, as evidence of the insurance required by this Agreement and including the required "additional insured" and "primary insurance" endorsements, 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 30 days prior written notice to the Contractor.

Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under subcontract Section 16. In the event Subcontractor does not comply with the insurance requirements outlined in this Agreement, Contractor may, at its option, provide such coverage to protect its interests and charge the Subcontractor for the cost of that insurance, or terminate this Agreement.

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 it in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

Sub-subcontractor Requirements. Subcontractors shall require that any and all tiers of its subcontractors shall maintain insurance in like form and amounts including the additional insured endorsement naming Contractor and Owner.



“Modified Occurrence” Policy. “Modified Occurrence” insurance policies will not be accepted under any circumstances.

CERTIFICATE HOLDER:
W. L. Butler Construction, Inc.
5666 La Ribera, Suite A
Livermore, CA 94550

Please visit our website www.wlbutler.com to view a [sample](#) of acceptable certificate of insurance.