

BBI Construction

Subcontractor Insurance Requirements

16.1 Subcontractor shall, at its own expense, maintain on all of its operations, 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.

16.1.1 Workers' Compensation and Employers Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation. 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

A waiver of subrogation endorsement is required. 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 work on, next to, or above water, coverage shall be included for such injuries or claims.

16.1.2 General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance 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:

- (1) premises and operations;
- (2) products and completed operations;
- (3) contractual liability insuring the obligations assumed by Subcontractor in this Agreement,
- (4) broad form property damage (including completed operations);
- (5) explosion, collapse and underground hazards; and
- (6) personal injury liability

Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately to Subcontractor's work under this Agreement.

One of the following coverage forms is required:

-Comprehensive General Liability

-Commercial General Liability (Occurrence)

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

A "modified occurrence" policy is not acceptable.



16.2.1 If Subcontractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a combined single Limit for bodily injury, property damage and personal injury liability of: \$2,000,000 each occurrence, \$2,000,000 aggregate.

16.2.2 If Subcontractor carries an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$1,000,000 for personal injury liability

\$2,000,000 aggregate for products-completed operations

\$2,000,000 general aggregate per project

The policy must have an endorsement providing that the general aggregate limit applied separately to this project.

16.2.3 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 is commenced by Subcontractor at jobsite. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty days (30) prior written notice to Contractor. Certificates including additional insured endorsement shall be furnished for two (2) years following completion of the project.

16.3 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 \$1,000,000 combined single limit each accident for bodily injury and property damage.

16.4 Additional Insured Endorsement. The Bodily Injury and Property Damage Liability policies shall include a provision or endorsement naming both the **Owner** and **Contractor** and their officers and employees as additional insureds with respect to liabilities arising out of Subcontractor's performance of the work under this Contract, and providing that such insurance is **primary insurance** with respect to the interest of the Contractor and that any other insurance maintained by the Contractor and Owner is excess and not contributing insurance with the insurance requirement hereunder. The additional insured endorsement shall provide coverage at least as broad as Additional Insured (Form B) endorsement form CG 20 10 11 85 as published by the Insurance Services Office (ISO).

16.5 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.

16.6 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 above. Copies of the certificate must be provided prior to the sub- subcontractors entering the jobsite.

16.7 Professional Liability Insurance. A \$1,000,000 Professional Liability insurance policy may be required if Subcontractor or their subcontractor provides design or design-build services to the project. Professional Liability insurance in an amount not less than \$1,000,000 and in forms acceptable to the Contractor shall be carried if requested by contractor. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of work.



16.8 Builders' Risk Insurance. Subcontractors shall insure, through an Installation Floater form of policy, secure and protect their work and materials while in transit to jobsite, or in storage, from damages until final acceptance by the Owner. All deductibles shall be the responsibility of Subcontractor. All Contractors waive their rights of subrogation as pertains to the proceeds of any Builders' Risk insurance policy carried by contractor or owner.

16.9 Pollution Liability. If Subcontractors or their Subcontractors are required to perform remedial hazardous material operations such as asbestos containing materials, containing soil, etc., they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$1,000,000 aggregate for bodily injury, personal injury and property damage, naming Contractor as additional insured.

If Subcontractor or their subcontractors haul hazardous waste they must carry Automobile Liability insurance with \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles and include MCS 90.

16.10 Acceptance of Subcontractor Insurance. 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.

