

**DPR CONSTRUCTION, INC.
REQUIREMENTS OF INSURANCE
ALL PROJECTS**

This Attachment is incorporated into the above referenced Subcontract 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.

- 1.0 Certificates of Insurance. Prior to Work commencing under this Subcontract, Subcontractor shall furnish to DPR Certificates of Insurance and all required policy endorsements for Additional Insured and Waiver of Subrogation, as evidence of insurance required herein, The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days (ten (10) days for non-payment of premium) prior written notice to DPR. 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.
- 2.0 Mandatory Insurance Coverage. Subcontractor shall, at its own expense, maintain in effect at all times during the performance of the Work under the Subcontract not less than the following coverage and limits of insurance.

- 2.1 Workers' Compensation and Employer's Liability. 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

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.

- 2.2 Commercial General Liability. Covering operations by or on behalf of Subcontractor, providing insurance for bodily injury liability and property damage liability for at least the minimum 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;

Policy shall not be issued under a "claims-made" policy form or a "modified occurrence" policy form. Coverage shall be maintained continuously for five (5) years (or more up to ten (10) years, if specifically requested in writing by DPR or Owner) following Project completion.

- 2.2.1 Minimum Limits of Liability – (Refer to Appendix 1 – Trade Category List)

Category I, II, and III Trades
\$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

Category IV Trades

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal Injury

\$2,000,000 aggregate for Products - Completed operations

\$2,000,000 general aggregate

2.2.2 Per Project General 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 total aggregate limit of liability shall be \$5,000,000. The above limits can be satisfied by providing a primary policy or in combination with an excess liability policy.

2.3 Automobile Liability. Covering all owned, hired and non-owned automobiles in limits of liability not less than \$2,000,000 combined single limit each accident for bodily injury and property damage.

3.0 Other Required Insurance Coverage where Exposure Exists. The following insurance shall be required by the Subcontractor and Sub-subcontractors to the extent that such activities exist in the performance of Work under this Subcontract and are not covered under the General Liability policy or as required pursuant to Appendix 1 – Trade Category List. Limits of Liability for policies listed below shall supersede the limits listed under section 2.2.1 :

3.1 Aircraft Liability. Should the Subcontractor's Work include using any owned, leased, chartered or hired aircraft of any type (including helicopters) on the Project, minimum limits in an amount not less than \$10,000,000 per occurrence including Passenger Liability shall apply.

Crane Service Liability. Should Subcontractor's Work include providing Crane Services, then Commercial General Liability shall be amended to apply with minimum limits of liability to insure against bodily injury and property damage arising from such crane operations. The policy shall include coverage for Rigger's Liability and shall not exclude coverage for damage to property being lifted.

\$10,000,000 each occurrence Bodily Injury and Property Damage

\$10,000,000 Personal Injury

\$10,000,000 aggregate for Products - Completed operations

\$10,000,000 general aggregate

Subcontractor's coverage for Crane Services may be provided either by Subcontractor's own policy(ies), or by the policy(ies) of a lower tier contractor providing such Crane Services for Subcontractor. The policy shall include a "Per Project General Aggregate" pursuant to Section 2.2.2.

3.2 Professional Liability. If Subcontractor or any Sub-subcontractor of any tier is providing any professional services, including but not limited to, design, engineering or design/build services on the Project, minimum limits of \$2,000,000 per Claim / Aggregate shall apply. If coverage is issued on a claims-made form, such coverage shall apply with a retroactive date to reflect the date in which professional services commenced under this Subcontract. Coverage shall also be maintained continuously for a minimum of five (5) years (or more up to ten (10) years, if specifically requested in writing by DPR or Owner) following Project completion or included with an Extended Reporting Period for the equivalent minimum number of years requested.

3.3 Contractor's Pollution Liability.

3.5.1 Hazardous Materials Remediation. If Subcontractor's or its Sub-subcontractor's Work includes remediating hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil etc., minimum limits of liability of \$2,000,000 per claim or per occurrence, and not less than \$2,000,000 aggregate shall apply to cover liability for bodily injury, property damage or clean-up costs resulting from pollution conditions.

3.5.2 Mold, Fungi, & Bacteria (Refer to Appendix 1–Trade Category List).

3.5.2.1 **Category I Trades** – If Subcontractor's general liability policy has an exclusion for losses due to mold, fungi or bacteria, minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 aggregate shall apply to include coverage for mold, fungus, or bacteria.

3.5.2.2 **Category II Trades** - If a Subcontractor's general liability policy has an exclusion for losses due to mold, fungi or bacteria, and they or one of their Subcontractors are performing work that is associated with keeping moisture out of the building, work that penetrates the building enclosure, or work with liquid conveying piping systems inside the building, minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 aggregate shall apply to include coverage for mold, fungus or bacteria.

3.5.2.3 Should Subcontractor not be able to provide such required pollution coverage subject to Category I and II Trades, DPR may provide, at its sole discretion and for its own benefit, such pollution coverage in Subcontractor's name, for losses, damages, etc. from a pollution event arising out of the Subcontractor's Work. In the event DPR does provide this excess coverage, Subcontractor shall not be obligated to, but is nevertheless recommended to, provide a "Contractor's Pollution" policy. Subcontractor's indemnification obligations under the Subcontract are not altered by any insurance provided hereunder by DPR or Subcontractor.

3.5.2.4 **Category III & IV Trades** - Subcontractor is not required to provide Mold, Fungi or Bacteria Coverage.

3.5.3 Automobile Pollution Liability. If Subcontractor or its Sub-subcontractors of any tier haul hazardous waste, Automobile Liability limits of at least \$2,000,000 combined single limit each accident for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include a MCS 90 endorsement. In lieu of this coverage, DPR shall accept a Transportation Coverage Endorsement extension from Subcontractor or their subcontractors' respective Contractor's Pollution Liability Policy to cover this requirement, but only to the extent that such endorsement has been attached to the Certificate.

3.5.4 If coverage required hereunder Section 3.5 is issued on a claims-made form, such coverage shall apply with a retroactive date to reflect the date in which Work commenced under this Subcontract. Coverage shall also be maintained continuously for a minimum of five (5) years (or more up to ten (10) years, if specifically requested in writing by DPR or Owner) following Project completion or included with an Extended Reporting Period for the equivalent minimum number of years requested.

4.0 Acceptance by DPR. The required insurance shall be subject to the approval of DPR. Such insurance shall be maintained under forms of policies and from companies satisfactory to DPR 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. Any acceptance of Certificates of Insurance by DPR, or failure of Subcontractor to provide Certificates of Insurance, shall in no way limit or relieve Subcontractor of its duties and responsibilities in this Agreement. If higher limits or other forms of insurance are required in the Subcontract Documents, Subcontractor will comply with such requirements.

5.0 Additional Insured Endorsement and Primary Insurance Clause. The General Liability insurance policy shall include a provision or endorsement, at least as broad as the CG 20 10 07 04 in combination with the CG 20 37 07 04 (or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO), naming as additional insured any person or organization for whom Subcontractor is required by written subcontract agreement or permit to name. As to all other liability insurance policies with exception to Professional Liability, similar provisions or endorsements for Additional Insured shall be included with Certificates of Insurance. Such endorsement(s) shall also provide that insurance is primary with respect to the interests of DPR and Additional Insured's and that any other insurance maintained by DPR and Additional Insured's is excess and not contributing insurance with the insurance requirement hereunder. Samples of Policy Endorsements are attached at the end of this Attachment.

- 6.0 Waiver of Subrogation. All insurance coverage evidenced herein shall include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against DPR together with Additional Insured parties. Where permitted by law, Subcontractor shall require similar written express waivers subrogation and insurance clauses from each of its Subcontractors of every tier. Samples of Policy Endorsements are attached at the end of this Attachment.
- 7.0 Umbrella/Excess Liability. The limits required hereunder Attachment A can be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies).
- 8.0 Insurance Requirements for Sub-subcontractors. The Subcontractor shall ensure that their Sub-subcontractors of any tier shall procure and maintain insurance in like form and amounts including the Additional Insured and Waiver of Subrogation requirements. Copies of the certificate must be provided prior to the sub-subcontractors entering the site.
- 9.0 Builders Risk (Property in the Course of Construction). DPR 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.

Upon written request of Subcontractor, DPR 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 DPR. Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of Subcontractor's Work.

If Builder's Risk insurance or any other property or equipment project-specific insurance purchased by Owner or DPR 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.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Agreement, Subcontractor shall procure and maintain at its own expense insurance for all such other property and equipment (whether owned, leased or rented) and any portions of Subcontractor's Work stored off the site or in transit.

If Owner or DPR 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 DPR's property in the care, custody or control of Subcontractor.

Appendix 1 to Attachment A Insurance Requirements by Trade

Trade Category I Full Insurance & Mold Requirements

Infection Control	Lath & Plaster
Tilt-Up Concrete	Tile
Glass-Fiber-Reinforced Concrete	Louvers & Vents
Stone/Marble (Adhered)	Environmentally Controlled Rooms
Stone/Marble (Mechanically Fastened)	Clean Rooms
Expansion Control	Pre-Engineered Structures
Damp proofing and Waterproofing	Hydraulic Elevators and Lifts
Exterior Insulation and Finish Systems (EIFS)	Process Piping
Metal Roof and Wall Panels	Medical Gases
Roofing	Fire Protection
Flashing and Sheet Metal	Pre-Action Fire Suppression
Joint Sealants	Plumbing
Entrances and Storefronts	Heating Ventilating Air Conditioning
Automatic Entrance Doors	Electrical
Windows - Wood & Vinyl	Instrumentation & Controls
Skylights	Building Systems Controls
Glass & Glazing (Exterior)	Site Remediation & HazMat Abatement

Trade Category II Full Insurance & Conditional Mold Requirements

Groundwater Treatment Systems	Masonry
Demolition	Wood Framing
Dewatering	Glass & Glazing (Interior)
Tunneling, Boring and Jacking	Specialty Glazing
Fountains & Water Features	Framing & Drywall
Landscaping & Irrigation	Painting & Wall covering
Cast-in-Place Concrete (Contractors)	Commercial Laundry & Dry Cleaning
Pneumatically Placed Concrete (Shotcrete)	Food Service Equipment
Sand & Water Blasting	Residential Laundry/Kitchen Equipment
Precast Concrete	Swimming Pools and Spas
Cementitious Decks and Underlayment	Elevators III
Concrete Restoration and Cleaning	

Trade Category III Full Insurance & No Mold Requirements

Testing & Inspection Services	Asphalt Concrete Paving
Const. Elevator/Hoist/Cranes	Paving Specialties
Scaffolding	Concrete
Construction Aids	Unit Pavers
Traffic Control	Athletic and Recreational Surfaces
Jobsite Security Guard Service	Fences and Gates
Survey & Layout	Retaining Walls
Machinery & Equipment Moving (Rigging)	Structural Excavation & Backfill
Shoring and Underpinning	Concrete Formwork (Non-Skin)
Earthwork	Concrete Accessories
Soil Stabilization & Erosion Control	Concrete Reinforcement
Soil Treatment	Post-Tensioning
Driven Piles	Concrete Pump
Site Utilities	Concrete Finishing
Site Utilities (Dry) - Electrical & Tel/Data	
Traffic Signs & Signals	

Trade Category III Full Insurance & No Mold Requirements (continued)

Granite Countertops	Access Flooring
Welding	Fabric/Canvas Awnings Canopies
Structural Steel	Operable Partitions
Structural Steel Erection	Storage Shelving
Metal Joists/Trusses	Sun Control Devices
Metal Deck	Window Washing Equipment
Channel Frame Strut	Theater and Stage Equipment
Miscellaneous Metals	Retail Fixtures & Showcases
Metal Stairs & Ladders	Loading Dock Equipment
Handrails and Railings	Athletic, Recreation, & Therapy Equipment
Ornamental Metal	Laboratory Equipment
Finish Carpentry & Millwork	Lab Equipment Salvage
Plastic Fabrications	Medical Equipment
Traffic Coatings	Lab & Medical Casework Systems
Building Insulation	Manufactured Wood Casework
Fireproofing	Furniture
Fire stopping	Multiple Seating
Metal Doors, Frames & Hardware	Radiation Protection
Doors, Frames & Hardware - Installation	Tennis Court Construction
Doors - Packaged (Total Doors)	Escalators and Moving Walks
Wood and Plastic Doors	Non-Hydraulic Elevators and Lifts
Specialty Doors	Conveyors
Coiling Doors and Grilles	Chutes
Acoustical Ceilings	Pneumatic Tube Systems
Floor Treatment & Coatings	Hoists and Cranes
Specialty Flooring	High Purity QAQC
Wood Flooring	Testing, Adjusting and Balancing
Resilient Flooring	Communications
Carpet & Resilient Flooring	Fire Alarm Systems
Acoustical Wall Treatment	Security Systems
Special Coatings (Epoxy Coatings)	Audio Visual System
Intumescent Fireproofing	

Trade Category IV Minimum Insurance & No Mold Requirements

Temporary Facilities and Controls	Parking Control Equipment
Jobsite Trailer Rental & Lease	Rugs and Mats
Temporary Barriers, Enclosures & Fencing	Window Treatments
Product Delivery Requirements	Toilet Partitions & Compartments
Equipment Suppliers	Cubicle Track & Curtains
Cleaning	Flagpoles
Site Furnishings	Wall & Corner Guards
Pavement Markings	Wire Mesh Partitions
Concrete Ready Mix	Telephone Specialties
Lumber Suppliers	Toilet & Bath Accessories
Prefabricated Structural Wood	Shower & Tub Doors
Roof Accessories	
Access Doors and Panels	
Specialties	
Chalkboards & Marker Boards	
Signage	
Lockers	
Fire Extinguishers/Cabinets	
Postal Specialties Audio-Visual Equipment	

ISO I Commercial General Liability Forms I 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY**CG 20 37 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II -- Who Is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

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ISO I Commercial General Liability Forms I 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

2nd Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

Initials _____/_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY,
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.