

(See Exhibit A – Insurance Coverage)

1.0 Mandatory Insurance Requirements

Before performing work or conducting any activities at the site of the Project, and until all obligations under this Contract are fulfilled, Subcontractor shall at its sole expense, procure and maintain insurance coverage and limits not less than outlined in these requirements. Such insurance shall cover all of Subcontractor's operations and shall be under forms of policies and from insurance companies satisfactory to the Contractor. Insurance shall be placed in companies authorized to do business in the state in which the work is being executed in, and having an A. M. Best rating of no less than A- IX, and as follows:

1.1 Workers' Compensation and Employers Liability Insurance as required by applicable law or regulation.

- 1.101 Employers Liability coverage with a \$1,000,000 limit.
- 1.102 Waiver of Subrogation endorsement in favor of the Contractor and Owner.

1.2 General Liability Insurance on a coverage form at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001.

- 1.201 Waiver of Subrogation endorsement in favor of the Contractor and Owner as required by contract.
- 1.202 General Aggregate Limits of Insurance shall apply separately to the project.
- 1.203 Subcontractor shall maintain general liability and completed operations coverage through the expiration of the construction statute of repose period established per the civil code of the state where the project is located.
- 1.204 Minimum Limits of Liability shall be for all contractors not deemed to be a higher risk are:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal Injury Liability
 - \$2,000,000 Products & Completed Operations Aggregate
 - \$2,000,000 General Aggregate

1.3 Automobile Liability Insurance on a coverage form at least as broad as ISO form CA 0001, including:

- 1.301 Coverage on Any Automobile (Symbol 1), including all owned, non-owned and hired automobiles.
- 1.302 \$1,000,000 Combined Single Limit for bodily injury and property damage.

1.4 Additional Insured and Primary Insurance Requirement:

- 1.401 Under the Commercial General Liability policy the Subcontractor (and any lower tier subcontractors) shall endorse its Commercial General Liability policy to add all parties required to be added as Additional Insured in the Prime Contract, including without limitation the Contractor, its officers, directors and employees; and the Owner.
- 1.402 The additional insured coverage, including ongoing and completed operations, shall be provided by an endorsement providing coverage at least as broad additional insured (Form B) ISO endorsement form CG 2010 11/85, or equivalent.
- 1.403 The policy shall stipulate that the insurance afforded the Contractor and the Owner as additional insureds shall apply as primary insurance. Any other insurance carried by the Contractor or the Owner will be excess only and will not contribute with this insurance.

1.5 Professional Liability Insurance:

- 1.501 A Professional Liability Insurance Policy shall be carried by Subcontractor with limits of \$1,000,000 per claim / aggregate if work under this subcontract includes any professional services, design assist, design-build, or LEED certification services.

1.6 Pollution Liability:

- 1.601 Contractor's Pollution Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate is required if Subcontractor or their subcontractors or suppliers of any tier have operations that create a pollution exposure.
- 1.602 Mold and bacteria coverage is required.

1.7 Certificates of Insurance:

- 1.701 Certificates of Insurance shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor, and before payment of final retention.

Certificate Holder. The Certificate Holder shall be listed as follows.

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