

# **ATTACHMENT B – INSURANCE ADDENDUM**

{Contracts.ContractNumber} - {Projects.Name}

## Subcontractor's Liability Insurance

1. Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations under this Subcontract whether such operations be by itself or by any sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - a. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
  - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
  - c. Claims for damages because of bodily injury or death of any person other than its employees.
  - d. Claims for damages insured by usual personal injury liability coverage.
  - e. Claims for damages because of injury to or destruction of tangible property, including loss of use.
  - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
  - g. Any other type of claims for which Subcontractor may be responsible under this Subcontract.
2. Coverage Forms
  - a. Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form and shall include the following coverage extensions: Stop Gap Liability, Per Project Aggregate (CG 25 03) and Contractual Liability (including that assumed specifically under this contract).

In addition, Contractor, Owner, Owner's Representative, Architect and Lender shall be named as primary additional insureds (form CG 20 10 11/85 or equivalent which must cover completed operations) with respect to work performed by or for the Subcontractor on behalf of the Contractor. This endorsement shall be primary and non-contributory to any other insurance carried by either Contractor or Owner. The requirement that the endorsement be primary and non-contributory shall expressly be stated on the endorsement or shall be implied into the endorsement based upon the parties' mutual intent as expressed herein.

Subcontractor's general liability insurance shall be primary and non-contributory as respects Contractor, Owner, Owner's Representative, Architect and Lender and any other insurance maintained by Contractor, Owner, Owner's Representative, Architect and Lender shall be excess and not contributing insurance with Subcontractor's insurance.

Subcontractors of all tiers shall maintain products and completed operations liability insurance for not less than, twenty four (24) months following Owner's final acceptance of Subcontractor's work.
  - b. Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form covering "any" automobile, whether owned, hired, rented, borrowed or otherwise.
  - c. Subcontractor's Workers' Compensation insurance shall be written on an industry standard

Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable.

In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any Subcontractor or sub-Subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Subcontractor shall be responsible for confirming compliance of all sub-Subcontractors with this provision.

- d. All workers' compensation insurance companies shall have a Best's rating of A8 or better.
3. Subcontractor's Liability insurance shall be written for not less than the following limits of liability. Required limits of liability may be satisfied by a combination of primary liability and umbrella/excess liability policies. Umbrella/excess liability policies shall be at least following form to the primary policies.
  - a. Worker's Compensation
    - i. Statutory Bodily Injury by Accident or Disease
  - b. Employer's Liability
    - i. \$1,000,000 Bodily Injury by Accident - Each Accident
    - ii. \$1,000,000 Bodily Injury by Disease - Policy Limit
    - iii. \$1,000,000 Bodily Injury by Disease - Each Employee
  - c. General Liability - Bodily Injury, Personal Injury, and Property Damage
    - i. \$2,000,000 General Aggregate
    - ii. \$2,000,000 Products and Completed Operations Aggregate
    - iii. \$2,000,000 Personal Injury
    - iv. \$2,000,000 Each Occurrence
  - d. Stop Gap Liability
    - i. \$1,000,000 Each Accident
    - ii. \$1,000,000 Disease - Policy Limit
    - iii. \$1,000,000 Disease - Each Employee
  - e. Automobile Liability
    - i. \$1,000,000 Bodily Injury and Property Damage - Per Accident
4. Certificates of Insurance evidencing the above coverage's shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work and shall be on the appropriate form and shall read as follows:

"It is hereby understood and agreed Rushforth Construction Co., Inc., the owner of the project {LegalDocInfo.Owner}, and the architect for the project {LegalDocInfo.ArchName} have been added as primary additional insureds."

Subcontractor's insurance shall not seek contribution and shall include a waiver of subrogation.

5. Subcontractor's insurance is primary and any other insurance maintained by Owner or Contractor shall be secondary and not responsible for any defense or indemnity until the additional insurance primary insurance is exhausted; notwithstanding any "other insurance" clauses to the contrary.

All certificates of insurance shall include a provision that the coverage will not be canceled, terminated or otherwise modified without at least 45 days prior written notice being given to Contractor.

6. All certificates of insurance shall contain a waiver of subrogation in favor of the Contractor and Owner.

7. Property Insurance

- a. Contractor shall have the obligation to provide, or cause Owner to provide, only fire and extended coverage insurance or builder's risk insurance that is specifically required by the Main Contract with Owner and will be responsible to Subcontractor only to the extent that any claim for loss or damage that Subcontractor may make is reimbursable to Contractor by such insurance.
- b. Subcontractor shall provide insurance against any and all other losses that may occur to the work, tools, equipment, facilities, and stored materials, including stored materials for which it has been paid, and shall make its own provision for reimbursement of such deductible amounts as may be applicable to Contractor or Owner's insurance.
- c. Certificates of Insurance evidencing the above coverage shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of Contractor and Owner is included in Subcontractor's equipment insurance policy.
- d. Any deductibles and/or uninsured losses under Owner's property insurance shall be for the account of the Subcontractor, or their agents and employees, should the loss be attributable in whole or in part to their negligence. The deductible amount shall be consistent with the requirements of the Main Contract with the Owner.