# ATTACHMENT A INSURANCE REQUIREMENTS TO THE MASTER SUBCONTRACT BETWEEN DPR CONSTRUCTION, A GENERAL PARTNERSHIP AND SAMPLE COMPANY

This Attachment is incorporated into the Master Subcontract. If the Prime Contract imposes additional or higher standards, Subcontractor must meet those as well. Where a Controlled Insurance Program ("CIP") is specified in the Prime Contract or elsewhere in the Subcontract Documents, the insurance requirements in this Attachment A will not apply to coverages supplied by the CIP, but will apply to coverages that Subcontractor is required to carry outside the scope of the CIP. If there is any conflict, inconsistency, or ambiguity between the provisions of this Attachment A and the Prime Contract, the more stringent, greater or broader Subcontractor insurance requirements, limits and coverages will govern.

This Attachment defines the project insurance requirements for all projects incorporated by Work Authorization under this Master Subcontract, unless specifically modified by the terms of such Work Authorization for a specific project.

Promptly send a copy of this information to your insurance broker for compliance.

- Certificates of Insurance. Prior to commencing Work, Subcontractor must furnish to Contractor certificates of insurance and attach all required policy endorsements providing additional insured coverage, primary and noncontributory coverage and permitting waiver of subrogation, as evidence of required insurance. Renewal certificates must be provided to Contractor prior to policy expiration. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include that there will be no cancellation, suspension, or non-renewal of coverage without 30 days' prior written notice to Subcontractor. Subcontractor must provide Contractor with written notification of any cancellation or non-renewal no later than 5 days after receiving insurer's notice so that Contractor has at least 25 days' notice before the policy is cancelled or not renewed. Subcontractor must also provide Contractor with written notice within 5 days of any modification to its policies that results in non-conformance with this Attachment. In lieu of the Subcontractor notification process to Contractor for policy cancellation, non-renewal, or modification, Contractor will accept a policy endorsement issued by each insurer providing agreement to issue 30 days' prior written notice of cancellation, non-renewal or modification direct to Contractor. If Subcontractor fails to give such notice to Contractor or Contractor is subject to damage or a claim because the insurance required by the Subcontract Documents is not in effect or no longer complies with the requirements of the Subcontract Documents, then Subcontractor shall indemnify and defend Owner, Owner's Indemnitees and Contractor against such damage or claim to the extent not covered by Subcontractor's insurance. Receipt by Contractor of a non-conforming certificate of insurance or policy without objection, or Contractor's failure to collect a certificate of insurance will not waive or alter Subcontractor's duty to comply with the insurance requirements.
- 2.0 Mandatory Insurance Coverage. Subcontractor must, at its own expense, maintain in effect at all times during the performance of the Work, and for such longer time when specified in the Subcontract Documents, not less than the following coverages and limits of insurance. The coverages and limits set forth below are the minimum acceptable to Contractor. In specifying minimum Subcontractor insurance requirements, Contractor does not represent that such insurance is adequate to protect Subcontractor from loss, damage or liability arising from its work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself. Notwithstanding anything to the contrary in the Subcontract Documents, if Subcontractor has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Attachment A or elsewhere in the Subcontract Documents, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in the Subcontract Documents will be construed as broadly as permitted to be construed by applicable Laws to afford the maximum insurance coverage available under Subcontractor's insurance policies.
  - 2.1 <u>Workers' Compensation and Employer's Liability.</u> Subcontractor must maintain workers' compensation insurance as required by any applicable Laws. Subcontractor must provide employer's liability/stop gap insurance 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 covered by the U. S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under Laws applicable to maritime employees, insurance coverage must be included for such injuries or claims. Subcontractor must voluntarily provide workers' compensation coverage for proprietors, partners, or others that are not statutorily required to maintain their own workers' compensation insurance.

- 2.1.1 <u>Leased Employees.</u> Use of leased <u>employees</u> by Subcontractor is expressly prohibited without Contractor's written permission. If permitted by Contractor, Subcontractor must:
  - 2.1.1.1 Provide Contractor with a complete copy of its agreement with the company leasing the employees to Subcontractor ("Leasing Company");
  - 2.1.1.2 Require that Leasing Company provide workers' compensation, employers' liability and commercial general liability insurance with coverage and limits no less than Subcontractor insurance requirements for the same type of coverage;
  - 2.1.1.3 Require that Leasing Company provide an Alternate Employer Endorsement naming Contractor and Subcontractor as alternate employer on Leasing Company's workers' compensation policy;
  - 2.1.1.4 Require that Leasing Company add Contractor and the other Additional Insureds (defined below) as an additional insured on its commercial general liability insurance policy subject to the same terms as Subcontractor insurance requirements;
  - 2.1.1.5 Require that Leasing Company provide waiver of subrogation in favor of Contractor, Subcontractor, the Additional Insureds and the Indemnitees (as defined in Section 15 of the Agreement) on both Leasing Company's workers' compensation and commercial general liability insurance policies; and
  - 2.1.1.6 Provide Contractor with a copy of the Leasing Company's certificate of insurance, with endorsements, evidencing the required coverage.
- 2.2 Commercial General Liability. Subcontractor must maintain insurance covering operations by or on behalf of Subcontractor, with coverage on an occurrence basis, with terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2004 or later edition). Coverage must include, but not be limited to, liability arising from premises, operations, independent contractors, products-completed operations including construction defect, contractual liability, personal injury and advertising injury. The commercial general liability coverage must be endorsed to include terms no less broad than ISO form CG 2274 (Limited Contractual Liability Coverage for Personal and Advertising Injury). There must be no limitations or exclusions of coverage beyond those contained in the above-referenced ISO Commercial General Liability Form, unless such limitations or exclusions are disclosed to Contractor and approved by Contractor in a written amendment to this Attachment.

The commercial general liability policy must not be issued under a "claims-made" policy form or a "modified occurrence" policy form. In addition to procuring and maintaining commercial general liability insurance for the duration of the Work, Subcontractor agrees to continue to procure and maintain products-completed operations liability insurance coverage for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after Project completion. All required terms and conditions of coverage must be maintained during this completed operations period, including the minimum required coverage limits and the requirement to provide additional insured coverage for completed operations.

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 and advertising 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 and advertising injury

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

\$2,000,000 general aggregate

2.2.2 <u>Per Project General Aggregate.</u> The policy must have an endorsement providing that the general aggregate limit applies separately to the Project. If a per-project aggregate is not provided, the total aggregate limit of liability must be at least \$5,000,000.

- 2.2.3 Any commercial general liability, umbrella or excess liability insurance provided under this Agreement must not contain an exclusion of coverage for Contractor or any Additional Insured if there is an injury to, or death of, an employee of the named insured, nor may any required coverage for an Additional Insured be limited in any way by an amount or type of damages, compensation, or benefits payable under any applicable workers' compensation, disability benefits or other similar employee benefits I aws
- 2.2.4 <u>Controlled Insurance Programs.</u> If the Project involves a CIP, Subcontractor's Commercial General Liability policy must not include any CIP or wrap-up exclusionary endorsement(s) that exclude coverage under the policy when Subcontractor is not enrolled in the CIP or when a claim occurs outside of the CIP-defined Project site. Subcontractor's CIP exclusionary endorsement, if any, must not be broader than ISO form CG 21 54 12 19.
- 2.3 <u>Automobile Liability.</u> Subcontractor must maintain insurance covering all owned, hired, and non-owned automobiles with limits of liability not less than \$2,000,000 each accident, combined single limit. Coverage must include liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Subcontractor. The coverage must have terms no less broad than ISO Business Auto Coverage Form CA 0001 (1990 edition or later).
- 2.4 <u>Subcontractor's Equipment/Property Insurance.</u> Subcontractor must maintain insurance for full coverage for damage to all of Subcontractor's leased or owned equipment, property, and tools used in the Work. If Subcontractor fails to provide insurance coverage for such leased or owned equipment, property, or tools, it nonetheless agrees to release, indemnify and hold Contractor, Owner, other Additional Insureds, and any other subcontractor or sub-subcontractor at any tier, harmless from any claims, loss, or expense associated with damage to such leased or owned equipment, property and tools.
- 3.0 Other Required Insurance Coverage where Exposure Exists. The following insurance must be maintained by Subcontractor and sub-subcontractors of any tier where the associated activities are part of the Work. Limits of liability for policies listed below supersede the limits listed under Section 2.2.1:
  - 3.1 <u>Watercraft Liability and Indemnity Insurance.</u> Should any of Subcontractor's Work be performed on or over navigable waterways or involve the use of any vessel, watercraft liability and indemnity insurance must be maintained with limits of liability approved by Contractor in writing.
  - 3.2 <u>Aircraft Liability</u>. Should Subcontractor's Work include using any owned, leased, chartered, or hired aircraft of any type (including unmanned aerial vehicles and helicopters) on the Project, aircraft liability insurance must be maintained with minimum limits of liability of \$10,000,000 per occurrence including Passenger Liability coverage (for other than unmanned aerial vehicles). Coverage must also include Aircraft Damage and Slung Cargo.
  - 3.3 Railroad Liability. If Work is performed within 50 feet of a railroad right-of-way or affecting railroad property, including but not limited to tracks, bridges, tunnels, and switches, Subcontractor's general liability coverage must be endorsed to include terms no less broad than ISO form CG 2417(Contractual Liability Railroads). Furthermore, at Contractor's option and when required by the Owner or the railroad, Railroad Protective Liability insurance must be maintained with limits of liability approved by Contractor in writing.
  - 3.4 Coverage for Crane, Hoist, or Scaffold Services. Should Subcontractor's Work include providing crane, hoist or scaffolding services, then the commercial general liability policy must provide the minimum limits of liability specified below to insure against bodily injury and property damage arising from such crane, hoist or scaffolding operations. The policy covering crane services must either include coverage for Rigger's Liability and must not exclude coverage for damage to property being lifted; or a separate Rigger's Liability policy must be provided with limits not less than the maximum value of property lifted at any one time.

\$10,000,000 each occurrence bodily injury and property damage

\$10,000,000 personal and advertising injury

\$10,000,000 aggregate for products - completed operations

\$10,000,000 general aggregate

Subcontractor is required to bind its lower-tier sub-subcontractor(s) providing crane, hoist or scaffolding services to the requirements of this Agreement and Attachment. If the crane, hoist or scaffolding services are being provided as part of a controlled insurance program, then Subcontractor must further require its lower-tier sub-subcontractor(s) to execute a separate agreement with Contractor acknowledging this requirement. Without exception, when crane, hoist or scaffolding services are part of Subcontractor's scope, its commercial general liability policy must include a "Per Project General Aggregate" per Section 2.2.2 and cannot be written on a "Per Policy" basis.

- 3.5 <u>Professional Liability.</u> If Subcontractor or its sub-subcontractor of any tier is providing any professional services, including but not limited to design, architecture, engineering, testing, surveying, or design-build services on the Project, Subcontractor must maintain professional liability insurance with minimum limits of \$2,000,000 per claim / aggregate. If coverage is issued on a claims-made form, such coverage must apply with a retroactive date to reflect the date in which professional services commenced under the Work Authorization. Subcontractor agrees to continue to maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the Project completion, or else include an extended reporting period for the equivalent number of years. If Subcontractor's Work includes environmental, engineering, or consulting services involving Hazardous Materials, coverage must not exclude such services.
- 3.6 <u>Pollution Liability.</u> Subcontractor must provide pollution liability and/or Mold coverage as required in this Section:
  - 3.6.1 Environmental Services. If the Work of Subcontractor or its sub-subcontractor at any tier includes Environmental Services, then Subcontractor must maintain contractor's pollution liability insurance on an occurrence basis, with limits of liability not less than \$2,000,000 per occurrence and \$2,000,000 aggregate or any higher limit as specified by Owner or set forth elsewhere in the Subcontract Documents. "Environmental Services" means any contact with a Hazardous Material, including abatement, removal, remediation, transporting, or disposal of a Hazardous Material or working in areas where contact with such Hazardous Materials may take place. "Hazardous Material" means asbestos, asbestos containing material, lead (including lead-based paint), PCB, silica, silica dust, molds and microbial matter, any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable Laws; and any other chemical, material, or substance that may have adverse effects on human health or the environment. In addition, if Subcontractor or its sub-subcontractor of any tier haul or otherwise transport Hazardous Materials as part of the Work, then Subcontractor and its sub-subcontractor must maintain automobile liability limits of at least \$2,000,000 combined single limit each accident including the broadened pollution liability coverage endorsement (CA 99 48) and the MCS 90 endorsement. In lieu of this coverage, Contractor will consider, as an alternate, a transportation coverage endorsement extension from Subcontractor or its sub-subcontractor's respective contractor's pollution liability policy to cover this requirement and Subcontractor must provide copies of such endorsements and policy for review and approval by Contractor.
  - 3.6.2 <u>Microbial Matter: Mold, Fungi, & Bacteria (Refer to Appendix 1–Trade Category List).</u> If Subcontractor's commercial general liability policy has an exclusion for losses due to microbial matter, including molds, fungi or bacteria (collectively, "Mold"), then:
    - 3.6.2.1 For Category I Trades (whether Subcontractor or its sub-subcontractors at any tier) shown on Appendix 1: Subcontractor must maintain insurance for liability arising from Mold with minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 aggregate.
    - 3.6.2.2 **For Category II Trades** shown on Appendix 1: If Subcontractor or one of its subcontractors at any tier is performing work that is associated with keeping moisture out of the building, work that penetrates the building enclosure, work with liquid conveying piping systems inside the building, or work that may otherwise allow moisture to penetrate the building, even when such work is performed outside of the building, then Subcontractor must maintain insurance for liability arising from Mold with minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 aggregate.
    - 3.6.2.3 **For Category III & IV Trades** shown on Appendix 1: Subcontractor is not required to provide insurance coverage for Mold, unless otherwise specifically required in the Subcontract Documents.
  - 3.6.3 If coverage required in Section 3.6 is issued on a claims-made form, such coverage must apply with a retroactive date to reflect the date in which Work commenced under the Work Authorization. Coverage must also be maintained continuously for the applicable period of statutory limitation on claims after the Project completion or else include an extended reporting period for the equivalent minimum number of years.
- 4.0 <u>Acceptance by Contractor.</u> The insurance required of Subcontractor is subject to Contractor's approval. Such insurance must be maintained under policy forms and from companies satisfactory to Contractor and Owner. Each insurance company must have a financial rating of at least A-VII as defined by A.M. Best Company and must be authorized to transact business in the state where Work is being performed. Copies of policies, including all endorsements, must be provided to Contractor within ten days of a request. Any acceptance of policies or

- certificates of insurance by Contractor, or failure of Subcontractor to provide policies or certificates of insurance, does not limit or relieve Subcontractor of its duties and responsibilities in the Subcontract Documents.
- 5.0 Additional Insured Endorsement and Primary/Non-Contributory Insurance Clause. Subcontractor agrees to name Owner and Contractor, Contractor's joint venture partner and joint venture, if one exists, including their respective officers, partners, agents, employees, affiliates, members, owners and successors, and any person or organization that any of the foregoing is required to indemnify or defend or add as an additional insured by written contract, as additional insured parties under Subcontractor's commercial general liability insurance policy and all other liability insurance policies with the exception of the workers' compensation, employer's liability or professional liability policies, with respect to liability arising out of activities, "operations" or "work" performed by or on behalf of Subcontractor, including products and completed operations of Subcontractor. Further, Subcontractor agrees to also name those entities required by separate Work Authorization, if any, Contractor is obligated to name as an additional insured party pursuant to the provisions of the Prime Contract (parties described as additional insured parties in this sentence and the prior one are collectively the "Additional Insureds"). To the maximum extent permitted by Laws, the coverage provided to the Additional Insureds under the commercial general liability policy must be provided by a policy provision or an endorsement that is at least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations). Notwithstanding the foregoing, Subcontractor must provide ISO Form B - CG 20 10 11 85 or equivalent coverage where available from its carrier. The additional insured coverage for completed operations must be maintained during the applicable period of statutory limitation on claims (or statute of repose, if applicable). If any policy provided in compliance with this Attachment A states that the insurance afforded to an Additional Insured will not be broader than that required by contract, or words of similar meaning, then Subcontractor agrees that nothing in the Subcontract Documents is intended to restrict or limit the breadth of such insurance. The coverage provided to the Additional Insureds must be at least as broad as the coverage provided to the first named insured, and such additional insured status must be provided regardless of privity of contract between the parties. The applicable policies may not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such insured is also an additional insured. Samples of policy endorsements are included at the end of this Attachment. Such policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the Additional Insureds.
- 6.0 Waiver of Subrogation. Unless prohibited by Laws, Subcontractor waives, and must require (by endorsement or otherwise) all its insurers to waive, subrogation rights against Contractor and other Additional Insureds for losses paid under the insurance policies required by the Subcontract Documents or other insurance applicable to Subcontractor or its sub-subcontractors of any tier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the insurance maintained by Subcontractor or its sub-subcontractors of any tier. Subcontractor must require similar written express waivers of subrogation and insurance clauses from each of its sub-subcontractors of every tier. If the insurance policies referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies must cause them to be so endorsed. Samples of policy endorsements are included at the end of this Attachment A. Subcontractor agrees to hold harmless and indemnify Contractor and other Additional Insureds for any loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the Subcontractor's insurers or the insurers of all lower-tier subcontractors.
- 7.0 <u>Umbrella/Excess Liability.</u> The insurance limits required by this Attachment A may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis.
- 8.0 <u>Deductibles/Self Insured Retentions.</u> For any policy required of Subcontractor or its sub-subcontractors of any tier, any self-insured retention or deductible in excess of \$10,000 must be declared and is subject to Contractor's approval. Funding of deductibles and/or self-insured retentions maintained by Subcontractor is the sole responsibility of Subcontractor, including any deductible or self-insured retentions applicable to coverage afforded to Contractor or other Additional Insureds. The coverage afforded to the Additional Insureds must not be conditioned upon payment of any deductible or self-insured retention.
- 9.0 <u>Insurance Requirements for Sub-subcontractors.</u> Subcontractor must ensure that its sub-subcontractors of any tier maintain insurance that complies with the requirements of the Subcontract Documents, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided to Contractor prior to the sub-subcontractors entering the Project site.
- 10.0 Subcontractor's duty to provide the insurance coverage required by the Subcontract Documents is severable from its indemnification and defense obligations in Section 15 of the Agreement and elsewhere in the Subcontract Documents. Nothing in these insurance requirements will limit Subcontractor's liability under the Subcontract

Documents. These insurance requirements are minimum requirements and do not relieve Subcontractor from liability in excess of such coverage, nor do they preclude Contractor from taking any actions available to Contractor under any other provisions of the Subcontract Documents.

- 11.0 Failure of Subcontractor to maintain the required insurance is a material breach entitling Contractor to terminate the Master Subcontract and any uncompleted Work Authorization for default, withhold payment, and/or purchase the required insurance at Subcontractor's expense. Any delays in the Work due to Subcontractor's failure to maintain required insurance are delays due to Subcontractor's breach of contract.
- 12.0 <u>Builder's Risk (Property in the Course of Construction)</u>. To the extent required by the Prime Contract, Contractor and Subcontractor waive all rights against each other and against all other contractors 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. Upon written request of Subcontractor and if available to Contractor, Contractor will provide Subcontractor with a copy of the Builder's Risk insurance policy. Subcontractor must satisfy itself as to the existence and extent of such insurance prior to commencing its onsite Work.

Except as otherwise allocated under the Prime Contract, if Builder's Risk insurance or any other property or equipment project-specific insurance purchased by Owner or Contractor provides coverage to Subcontractor for loss or damage to Subcontractor's Work, Subcontractor is responsible for the insurance policy deductible amount applicable to the loss or damage to Subcontractor's Work and/or the damage to other work caused by Subcontractor.

If not covered under the Builder's Risk insurance policy, Subcontractor must maintain at its own expense insurance for its Work and all such other property and equipment (whether owned, leased or rented), including any portions of Subcontractor's Work stored off the site or in transit. Such insurance must also apply to any of Owner's or Contractor's property in the care, custody, or control of Subcontractor.

If there is a loss insured under the Builder's Risk policy, Subcontractor must provide all documentation required or requested by the insurance company(ies) issuing the Builder's Risk policy to substantiate Subcontractor's claim, and Subcontractor is bound by any adjustment made between Contractor or Owner and the insurer(s). Contractor's liability to Subcontractor for any such loss is in all cases limited to amounts actually paid by the insurer(s) for Subcontractor's claims. Nothing in this paragraph affects any provisions regarding coverage or waivers of subrogation in the Subcontract Documents.

13.0 <u>Miscellaneous</u>. Any waiver or modification of the requirements stated in this Attachment A must be agreed in writing by Contractor. If any Law limits the enforceability of the requirements of this Attachment A, then Subcontractor must comply with such requirements to the fullest extent of coverage and limits allowed by Laws and this Attachment A will be limited only to the extent required to conform to Laws.

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## Appendix 1 to Attachment A Insurance Requirements by Trade

### <u>Trade Category I Full Insurance & Mold Requirements</u>

Infection Control Tilt-Up Concrete

Glass-Fiber-Reinforced Concrete

Stone/Marble (Adhered)

Stone/Marble (Mechanically Fastened)

**Expansion Control** 

Dampproofing and Waterproofing

Exterior Insulation and Finish Systems (EIFS)

Metal Roof and Wall Panels

Roofing

Flashing and Sheet Metal

Joint Sealants

Entrances and Storefronts Automatic Entrance Doors Windows - Wood & Vinyl

Skylights

Glass & Glazing (Exterior)

Lath & Plaster

Tile

Louvers & Vents

**Environmentally Controlled Rooms** 

Clean Rooms

Pre-Engineered Structures

Process Piping Medical Gases Fire Protection

**Pre-Action Fire Suppression** 

Plumbing

Heating Ventilating Air Conditioning

Electrical

Instrumentation & Controls Building Systems Controls

Site Remediation & HazMat Abatement

### **Trade Category II Full Insurance & Conditional Mold Requirements**

**Groundwater Treatment Systems** 

Demolition

Dewatering

Tunneling, Boring and Jacking Fountains & Water Features Landscaping & Irrigation

Cast-in-Place Concrete (Contractors)

Pneumatically Placed Concrete (Shotcrete)

Sand & Water Blasting Precast Concrete

Cementitious Decks and Underlayment Concrete Restoration and Cleaning

Masonry

Wood Framing

Glass & Glazing (Interior)

Specialty Glazing Framing & Drywall Painting & Wallcovering

Commercial Laundry & Dry Cleaning

Food Service Equipment

Residential Laundry/Kitchen Equipment

Swimming Pools and Spas Hydraulic Elevators and Lifts

### **Trade Category III Full Insurance & No Mold Requirements**

Testing & Inspection Services Const. Elevator/Hoist/Cranes

Scaffolding

Construction Aids Traffic Control

Jobsite Security Guard Service

Survey & Layout

Machinery & Equipment Moving (Rigging)

Shoring and Underpinning

Earthwork

Soil Stabilization & Erosion Control

Soil Treatment Driven Piles Site Utilities

Site Utilities (Dry) - Electrical & Tel/Data

Traffic Signs & Signals

Asphalt Concrete Paving

**Paving Specialties** 

Concrete Unit Pavers

Athletic and Recreational Surfaces

Fences and Gates Retaining Walls

Structural Excavation & Backfill Concrete Formwork (Non-Skin)

Concrete Accessories Concrete Reinforcement

Post-Tensioning Concrete Pump Concrete Finishing

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

**Granite Countertops** 

Welding

Structural Steel

Structural Steel Erection Metal Joists/Trusses

Metal Deck

Channel Frame Strut Miscellaneous Metals Metal Stairs & Ladders Handrails and Railings Ornamental Metal

Finish Carpentry & Millwork

Plastic Fabrications
Traffic Coatings
Building Insulation
Fireproofing
Fire stopping

Metal Doors, Frames & Hardware Doors, Frames & Hardware - Installation

Doors - Packaged (Total Doors)

Wood and Plastic Doors

**Specialty Doors** 

Coiling Doors and Grilles Acoustical Ceilings

Floor Treatment & Coatings

Specialty Flooring Wood Flooring Resilient Flooring

Carpet & Resilient Flooring Acoustical Wall Treatment

Special Coatings (Epoxy Coatings)

Intumescent Fireproofing

Access Flooring

Fabric/Canvas Awnings Canopies

Operable Partitions Storage Shelving Sun Control Devices

Window Washing Equipment Theater and Stage Equipment Retail Fixtures & Showcases Loading Dock Equipment

Athletic, Recreation, & Therapy Equipment

Laboratory Equipment Lab Equipment Salvage Medical Equipment

Lab & Medical Casework Systems Manufactured Wood Casework

Furniture
Multiple Seating
Radiation Protection
Tennis Court Construction
Escalators and Moving Walks
Non-Hydraulic Elevators and Lifts

Conveyors Chutes

Pneumatic Tube Systems

Hoists and Cranes High Purity QAQC

Testing, Adjusting and Balancing

Communications
Fire Alarm Systems
Security Systems
Audio Visual System

### **Trade Category IV Minimum Insurance & No Mold Requirements**

Temporary Facilities and Controls Jobsite Trailer Rental & Lease

Temporary Barriers, Enclosures & Fencing

**Product Delivery Requirements** 

**Equipment Suppliers** 

Cleaning

Site Furnishings Pavement Markings Concrete Ready Mix Lumber Suppliers

Prefabricated Structural Wood

**Roof Accessories** 

Access Doors and Panels

**Specialties** 

Chalkboards & Markerboards

Signage

Lockers

Fire Extinguishers/Cabinets

Postal Specialties Audio-Visual Equipment

Parking Control Equipment

Rugs and Mats Window Treatments

**Toilet Partitions & Compartments** 

Cubicle Track & Curtains

Flagpoles

Wall & Corner Guards
Wire Mesh Partitions
Telephone Specialties
Toilet & Bath Accessories
Shower & Tub Doors

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
DPR Construction, A General Partnership, its joint venture and joint venture partner if one exists, the Owner, and their respective officers, partners, agents, employees, affiliates, members, owners and successors, and any other person or organization that any of the foregoing is required to indemnify or defend or add as an additional insured by written contract and those entities required by separate Work Authorization	
Information required to complete this Schedule, if not show	vn 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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### 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 and Description of Completed Operations
DPR Construction, A General Partnership, its joint venture and joint venture partner if one exists, the Owner, and their respective officers, partners, agents, employees, affiliates, members, owners and successors, and any other person or organization that any of the foregoing is required to indemnify or defend or add as an additional insured by written contract and those entities required by separate Work Authorization	
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:
  - 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.

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### 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

DPR Construction, A General Partnership, its joint venture and joint venture partner if one exists, the Owner, and their respective officers, partners, agents, employees, affiliates, members, owners and successors, and any other person or organization that any of the foregoing is required to indemnify or defend or add as an additional insured by written contract and those entities required by separate Work Authorization



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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:

DPR Construction, A General Partnership, its joint venture and joint venture partner if one exists, the Owner, and their respective officers, partners, agents, employees, affiliates, members, owners and successors, and any other person or organization that any of the foregoing is required to indemnify or defend or add as an additional insured by written contract and those entities required by separate Work Authorization

(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.