



Attachment A
Insurance Requirements
Project Name
Project Number:
Date

1.1 Liability Insurance

- a. To the fullest extent allowable by law, prior to the commencement of the work 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 agreement 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. Limits shall be all the Insurance Coverage and/or limits carried by or available to the Subcontractor, the minimum limits as required herein or as required in the Main Contract, whichever is greater.

1.1.2 General Conditions

- a. Subcontractor shall maintain completed operations liability insurance for the term of the contract plus the period of time Subcontractor may be held legally liable for its work. Physical insurance certificates and endorsements are to be furnished to the Contractor for a minimum of one year following completion of Subcontractor's work, or longer if required by the main contract.

Subcontractor shall maintain policies of insurance in full force and effect, at all times during the performance of the work, plus the statute of repose or statute of limitations applicable to the jurisdiction where the work is performed.

- b. All insurance companies shall have a Best's rating of A-VII or better.
- c. In addition, Subcontractor shall provide Contractor with thirty (30) days' notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.
- d. Certificates of Insurance Acord Form 25 and all required Endorsements shall be filed with Contractor within (5) working days of award of Subcontract or prior to commencement of the Work, whichever is earlier.
- e. If requested by the Contractor, Subcontractor shall provide a certified and true copy of any or all policies.
- f. Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Subcontractor's obligations hereunder.
- g. It is the Subcontractor's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for any liability coverages for all tiers of sub-subcontractors. For any coverage required herein where the Subcontractor shall name Contractor and Owner or others as additional insured(s) the Subcontractor shall require a sub-subcontractor to make as additional insured(s).
- h. If Subcontractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this subcontract or secure such policies or policies of insurance for the account of Subcontractor and charge Subcontractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Subcontractor.

Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Subcontractor or others to determine or warrant that such policies are in effect.

- i. Subcontractor shall be fully and financially responsible for all deductibles or self-insured retentions.

1.1.3 Coverage Forms

- a. **Subcontractor's Commercial General Liability** insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01, 12/07) or its equivalent and shall include but not be limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury; independent contractors. Coverage shall be on an occurrence form with policy limits of not less than:

\$1,000,000 Each Occurrence Bodily Injury & Property Damage

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate to apply on a Per Project basis

\$2,000,000 Products/Completed Operations Aggregate

Terms and Conditions of coverage shall include:

1. Per Project Aggregate (CG 25 03) or equivalent.
 2. If applicable to the project, no Residential Exclusions shall apply (must be evidenced on the certificate)
 3. No exclusion for subsidence
 4. No exclusion for damage to work performed by Subcontractors (CG 22 94 or similar).
 5. No exclusion for cross liability for any person / organization.
 6. No exclusion for explosion, collapse, underground hazards, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
 7. No removal or limitation of the "Damage To Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 8. If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail systems), Subcontractor shall obtain Contractual Liability – Railroads Endorsement CG 24 17 or its equivalent.
 9. Professional Liability Exclusion shall include exceptions for Construction Means and Methods (CG 22 79 or CG 22 80 or their equivalents)
 10. Deductibles or Self-Insured Retentions shall be made known and acceptability determined at the sole discretion of Contractor.
- b. **Business Auto Liability** – Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01, written on an occurrence basis to apply to "any auto" or at a minimum "all owned, hired and non-owned autos", with policy limits of not less than;

\$1,000,000 per accident for bodily injury and property damage

1. If applicable, Broadened Pollution for Covered Autos shall apply. This requirement may also be satisfied by providing proof of separate Pollution Liability that includes coverage for transportation exposures.
 2. If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail systems), Subcontractor shall obtain Construction Liability – Railroads Endorsement – CA 20 70 or its equivalent.
- c. **Workers' Compensation and (b) employers' liability-stop gap** – All Subcontractors of every tier shall provide coverage for industrial injury to their employees (or leased employees as applicable) in strict accordance with the provisions of the State or States in which project work is performed or where jurisdiction is deemed to be applicable. Workers' Compensation shall be provided in a statutory

form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime-Jones Act, etc.) basis as required in the applicable jurisdiction.

Owner-operators are required to furnish Workers Compensation Certificates, notwithstanding any statutory exemptions. For states that do not require Workers' Compensation Coverage, Owner/Operator shall elect into coverage under the Workers' Compensation Laws of the governing state.

Policy limits of not less than:

Workers Compensation: Statutory

Employers Liability / Stop Gap:

\$1,000,000 Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Total Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

- d. **Commercial Umbrella or Excess Liability Insurance** over Subcontractor's primary Commercial General Liability, Business Auto Liability and Employers Liability / Stop Gap. All coverage terms required under the Commercial General Liability, Business Auto Liability and Employers Liability/Stop Gap above must be included on the Umbrella or Excess Liability Insurance. See Subsection below regarding "Trade Specific Umbrella/Excess Liability Limits". Coverage shall be written on an occurrence form with policy limits not less than:

Trade-Specific Umbrella/ Excess Liability Limits – See attached Matrix and below:

Tier 1 – Subcontractors

Subcontractors included in **Tier 1 scopes of Work**, including but not limited to:

- Division 01 General Requirements – All except cranes
- Division 02 Existing Conditions (specific to site surveys and laser scanning)
- Division 04 Masonry (dry placed stone)
- Division 06 Wood, Plastics, Composites – Casework, wood paneling, ornamental woodwork, plastics, and millwork
- Division 08 Openings – All except entrances, storefronts, curtain wall, windows, skylights, louvers, and specialty glazing
- Division 09 Finishes – All except high performance coatings
- Division 10 Specialties – All except signage connected to electrical
- Division 11 Equipment – All except athletic, recreational, play, and façade access equipment
- Division 12 Furnishing – All except manufactured casework or countertops
- Division 32 Exterior Improvements (dry stacked stone)

The Tier 1 sections above shall provide, at a minimum, the following Umbrella / Excess Limits of Liability;

\$2,000,000 Each Occurrence

\$2,000,000 Personal & Advertising Injury

\$2,000,000 Aggregate (where applicable, following the terms of the underlying)

Tier 2 - Subcontractors

Subcontractors included in **Tier 2 scopes of Work**, including but not limited to:

- Division 03 Concrete Work – All scopes with no crane use
- Division 04 Masonry – All except dry placed stone
- Division 05 Metals – All scopes with no crane use
- Division 06 Wood, Plastics, Composites – All except casework, wood paneling, ornamental woodwork, plastics, and millwork
- Division 07 Thermal and Moisture – All scopes
- Division 08 Openings – entrances, storefronts, curtain wall, windows, skylights, louvers, specialty glazing
- Division 09 Finishes (high performance coatings)
- Division 10 Specialties (signage connected to electrical)
- Division 11 Equipment (athletic, recreational, play, and façade access equipment)
- Division 12 Furnishing (manufactured casework and countertops)
- Division 13 Specialty Facility Components – All scopes
- Division 14 Conveying Equipment – All scopes
- Division 21 Fire Suppression – All scopes
- Division 22 Plumbing – All scopes
- Division 23 HVAC – All scopes
- Division 26 Electrical – All scopes
- Division 27 Structured Cabling – All scopes
- Division 28 Electrical Safety and Security – All scopes
- Division 31 Earthwork – All scopes
- Division 32 Exterior Improvements – All except dry stacked stone
- Division 33 Utilities – All scopes

The Tier 2 sections above shall provide, at a minimum, the following Umbrella / Excess Limits of Liability;

\$5,000,000 Each Occurrence

\$5,000,000 Personal & Advertising Injury

\$5,000,000 Aggregate (where applicable, following the terms of the underlying)

Tier 3 - Subcontractors

Subcontractors included in **Tier 3 scopes of Work**, including but not limited to;

- Division 01 General Requirements (cranes)
- Division 02 Existing Conditions (except Site Surveys)
- Division 03 Concrete – All scopes including crane use
- Division 05 Metals – All scopes including crane use

The Tier 3 sections above shall provide, at a minimum, the following Umbrella / Excess Limits of Liability;

\$10,000,000 Each Occurrence

\$10,000,000 Personal & Advertising Injury

\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

Crane Services Liability. Should Subcontractor's work include providing cranes of any type or using a crane regardless of if Subcontractor is providing the crane, at a minimum, shall provide the following Umbrella / Excess Limits of Liability;

\$10,000,000 Each Occurrence

\$10,000,000 Personal & Advertising Injury

\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

Subcontractor shall also provide Rigger's Liability and shall not exclude coverage for damage to property being lifted. If not included in the required limits, Rigger's Liability shall be provided in the limits not less than the maximum value of the property lifted at any one time. BNBuilders will accept a separate Rigger's Liability policy in lieu of Subcontractors provision of this coverage under its Commercial General Liability policy.

If any tier or type of Subcontractor maintains Umbrella or Excess limits greater than what is required herein, such limits carried become what we require under this contract.

- e. **Pollution liability** – Subcontractor shall provide evidence of Pollution Liability; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if subcontractor's scope of work (or subcontractor's consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the subcontractor's operations including coverage for sudden as well as gradual release arising from subcontractor's operations including operations of any of its subcontractor's or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of subcontractor engagement and shall continue on a practice basis for not less than 36 months after completion, or the period of time subcontractor may be held legally liable for its work, whichever is longer. The retro date if any such coverage shall be prior to the commencement of subcontractor's work.

Trade – Specific Pollution Coverage and Limits:

Tier 1 – Pollution Liability

Subcontractors included in **Tier 1 scopes of Work**, including but not limited to:

- Division 04 Masonry – All except dry placed stone
- Division 07 Thermal and Moisture – All scopes
- Division 08 Openings – Entrances, Storefronts, Curtain wall, Windows, Skylights, Louvers, Specialty Glazing
- Division 25 Integrated Automation – All scopes
- Division 27 structured cabling – All scopes

The Tier 1 sections above shall provide, at a minimum, the following Pollution Limits of Liability;

- **\$1,000,000 per claim or occurrence and \$1,000,000 annual aggregate.**

Tier 2 – Pollution Liability

Subcontractors included in **Tier 2 scopes of Work**, including but not limited to:

- Division 09 Finishes – All scopes
- Division 13 Specialty Facility Components – All scopes
- Division 14 Conveying Equipment – All scopes
- Division 26 Electrical – All scopes
- Division 28 Electrical Safety and Security – All scopes
- Division 32 Exterior Improvements – All scopes

The Tier 2 sections above shall provide, at a minimum, the following Pollution Limits of Liability;

- **\$2,000,000 per claim or occurrence and \$2,000,000 annual aggregate.**

Tier 3 – Pollution Liability

Subcontractors included in **Tier 3 scopes of Work**, including but not limited to:

- Division 02 Existing Conditions (except Site Surveys)
- Division 03 Concrete – All scopes
- Division 21 Fire Suppression – All scopes
- Division 22 Plumbing – All scopes
- Division 23 Heating, Ventilation and Air Conditioning – All scopes
- Division 31 Earthwork – All scopes
- Division 33 Utilities – All scopes

The Tier 3 sections above shall provide, at a minimum, the following Pollution Limits of Liability;

- **\$5,000,000 per claim or occurrence and \$5,000,000 annual aggregate.**

If Subcontractor maintains Pollution Liability limits greater than what is required herein, such limits carried become what we require under this contract.

- f. **Professional Liability and/or Errors & Omissions** – Subcontractor shall provide evidence of Professional Liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder.

**Such insurance shall be in an amount of not less than;
\$1,000,000 each claim / \$2,000,000 aggregate**

If Subcontractor maintains Professional Liability limits greater than what is required herein, such limits carried become what we require under this contract.

The policy shall be effective from the date of commencement of all professional services in connection with the fulfillment of all contract obligations hereunder. The retroactive date in the current and future policies shall be prior to the commencement of all professional services. Coverage shall be maintained or renewed under the same terms as the policy required hereunder for a period not less than 36 months

or the period of time Subcontractor may be held legally liable for its work, (whichever is longer) following the completion of the work; or an extended reporting period of 36 months following completion of the work shall be purchased.

Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns.

g. Additional Insured / Primary and Non-Contributory / Waiver of Subrogation Requirements

To the fullest extent of coverage allowed under applicable law, all those listed in **1.1.4**, Additional Insured, shall be named as additional insured on a primary and non-contributory basis for all required lines of coverage except Statutory Workers Compensation and Professional Liability, arising out of "your work" with respect to work performed by or for the Subcontractor on behalf of the Contractor. Contractor shall accept General Liability Additional Insured forms CG 20 10 11/85, CG 20 10 10/01 & CG 20 37 10/01 or their equivalent.

Additional Insured status shall be for all limits carried, not limited to the minimum acceptable as required herein. Subcontractor's insurance shall be Primary as respects to Contractor and Owner, and any other insurance maintained by Contractor and Owner shall be excess and not contributing insurance with Subcontractor's insurance until such time as all limits available under the Subcontractor's insurance policies have been exhausted.

Additional Insured endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the Contractor / Owner or any other party required by the contract, will not be accepted.

In the event that any policy provided in compliance with this agreement states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the parties agree that nothing in this agreement is intended to restrict or limit the breadth of coverage or limits available.

The additional insured status shall remain in full force and effect for the term of the contract plus the applicable statute of repose, or the amount of time you are legally liable, whichever is longer.

It is further agreed that the additional insured coverage required under this contract shall not be subject to any Defense Costs Endorsements such as Form IL 01 23 11 13, allowing for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.

Contractor reserves the right, in its sole and subjective discretion, to reject any Additional Insured forms that are deemed not equivalent to what is required herein.

Notwithstanding anything to the contrary herein, in accordance with C.R.S. § 13-21-111.5(6)(d) Subcontractor shall not be required to purchase additional insured coverage for damage arising out of death or bodily injury to persons or damage to property from any acts or omissions that are not caused by the negligence or fault of the party providing such additional insured coverage.

- h. **Waiver of Subrogation** – Subcontractor shall provide a Waiver of Subrogation Endorsement naming those listed in the **1.1.4**. for all lines of coverage.

1.1.4 Primary Additional Insureds:

Contractor – [BNBuilders, Inc.](#)

Owner – [Agilent Technologies, Inc., its officers, directors, and employees](#)

1.2 Additional Requirements

- a. **Aircraft Liability.** If Subcontractor (or its subcontractors or suppliers, regardless of tier) use any owned, leased, chartered or hired aircraft of any type or any unmanned aerial vehicle (drones) 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 the Project.

1.3 Property Insurance

- a. If Builder's Risk or other property insurance is not provided by others under the Main Contract, the Subcontractor shall procure and maintain, at the Subcontractor's own expense, property and equipment insurance of the Subcontract Work intended to become part of the project, including any property stored off the site, in transit or any of the Owner's or Contractor's property in the care, custody or control of Subcontractor. Subcontractor and Subcontractor's insurance carrier(s) hereby waive all rights of subrogation against Contractor and Owner for damage including loss of use.
- b. Contractor neither represents nor assumes responsibility for the adequacy of the Builders Risk Insurance to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work, including without limitation off site stored materials and materials in transit.
- c. If Builder's Risk insurance purchased by the Owner or Contractor 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.
- d. Subcontractor is solely responsible for loss or damage to its personal property including without limitation; tools, equipment, scaffolding, vehicles, temporary structures or property or materials created or provided under the Subcontract until delivered and accepted or installed at the Project Site. Any insurance provided by Subcontractor shall include a waiver of subrogation from insurers in favor of Contractor and Owner.

END OF ATTACHMENT A

Please submit your insurance certificate via email to:

Cert Holder Address:
BNBuilders, Inc.
c/o IMA Certificate Compliance
1705 17th Street
Suite 100
Denver, CO 80202