



## **INSURANCE BOOKLET**

**Return Certificate of Insurance with your contract**

INSURANCE REQUIREMENTS  
SAMPLE INSURANCE CERTIFICATE  
SAMPLE CG 20 10 11 85 ENDORSEMENT  
SAMPLE WAIVER OF SUBROGATION

EXHIBIT 4

## INSURANCE REQUIREMENTS

Subcontractor shall at all times carry on all operations hereunder Workers' Compensation and Employers Liability insurance covering all of its employees, General Liability, Commercial Automobile Liability and Property Damage insurance, including liability coverage for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles, non-owned vehicles, and Umbrella or Excess Liability in forms, amounts and underwritten by insurance companies satisfactory to Contractor. Before Subcontractor performs any work at, or prepares or delivers materials to the site of construction, Subcontractor shall furnish certificates of insurance evidencing the foregoing insurance coverage's and such certificates shall provide that the insurance is in force and will not be cancelled without ten days written notice to Contractor. Subcontractor shall maintain all of the foregoing insurance coverage's in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Contractor by Subcontractor under Indemnity provisions of this Contract.

### ***A) Commercial General Liability:***

Subcontractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with the following minimum limits:

- \$2,000,000 General Aggregate (Per Project)
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury Liability
- \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

The certificate must have the **CG 2010 (11/85) ENDORSEMENT OR IT'S EQUIVELANT** attached, naming the following as additional insured: **Straub Construction, Inc., owner(s), officials, employees, agents and subcontractors.**

The Additional Insured Endorsement must be attached to the certificate and state that this insurance is **PRIMARY** and **NON-CONTRIBUTORY** over any other insurance. Contractor insurance shall be excess or secondary, and not contributing with insurance obtained by said subcontractor to fulfill the insurance requirements herein, regardless of any language contained in any or all policies.

Subcontractor shall furnish Contractor with a **WAIVER OF SUBROGATION**

Endorsements that limit or exclude coverage will need to be attached to the certificate.

Defense costs afforded to Contractor shall be outside the policy limits.

Coverage shall contain no special limitation on the scope of protection afforded to Contractor, owner, or its officials, employees, agents and subcontractors.

Deductibles and Self-insured Retentions in excess of \$25,000 must be declared, and approved by Contractor. At the option of Contractor either: the insurer shall reduce or eliminated such deductibles or self-insured retentions as they respect to Contractor.

If Subcontractor employs sub-subcontractors in the performance of it's work, Subcontractor agrees to obtain equivalent insurance provisions from it's sub-subcontractors as required under this Agreement and provide a copy of their certificate of insurance to Contractor.

### ***B.) Commercial Automobile Liability***

On an occurrence basis covering all Owned, Non-Owned, and Hired Vehicles for limits of liability of at least \$1,000,000. If Subcontractor at any time transports hazardous materials, Subcontractor shall carry \$1,000,000 auto pollution coverage including transporters liability.

### ***C.) Workers Compensation and Employers Liability***

Including Occupational Disease insurance meeting all statutory requirements of the State in which the work is to be performed together with Broad Form All States Endorsement and containing Employers Liability insurance in an amount of at least \$1,000,000. Each Subcontractor shall supply a Certificate of Insurance containing the following minimum limits:

\$1,000,000 Each Accident (bodily injury by accident)

\$1,000,000 Disease – Policy Limit (bodily injury by disease)

\$1,000,000 Disease – Each Employee (bodily injury by disease)

A **WAIVER OF SUBROGATION** shall be attached in favor of Contractor.

If Subcontractor or Independent Contractor is exempt from workers compensation, then Contractor shall be notified immediately with a statement as such.

#### **D.) Excess Liability**

**Subcontractor shall maintain a minimum of \$1,000,000 limit.**

#### **E.) Professional Liability**

All Subcontractors performing DESIGN, ENGINEERING, TESTING, SURVEYING, or other PROFESSIONAL SERVICES shall maintain PROFESSIONAL LIABILITY insurance. A Certificate of Insurance shall be supplied showing Professional Liability (Errors and Omissions) coverage with limits not less than \$1,000,000 per claim and in the aggregate.

#### **F.) Pollution Liability**

If the Subcontractor is providing any environmental remediation or consulting services, a Certificate of Insurance shall be supplied showing Pollution Liability coverage for claims arising from the release or removal of any hazardous materials or pollutants. Transporters liability is required when transporting or delivering such materials.

#### **G.) Property**

All work covered by this agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of subcontractor until the completed work is accepted by Contractor.

#### **H.) Rating**

All insurers shall have a minimum A.M. Best's rating of A, VII and be admitted in California.

#### **I.) Cancellation Clause**

ACORD 25, Version 2009/09 Certificates do not require crossed out wording nor should they include 10-day notice.

#### **J.) Certificates**

All Certificates must be received by Contractor prior to the commencement of work. Subcontractor failure to send Certificate of insurance or maintain the insurance coverage's required pursuant to this Agreement shall be deemed a Subcontractor default. In such event, Contractor may terminate this Agreement and obtain damages from Subcontractor resulting from said default. Alternatively, Contractor may purchase such required insurance coverage and without further notice to Subcontractor, Contractor may deduct from sums due to Subcontractor any premium costs advanced by Contractor for such insurance.

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (date: mmddyy)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUBCONTRACTORS BROKER NAME & ADDRESS	INSURER(S) AFFORDING COVERAGE COMPANY A: <b>SUB CONTRACTOR(S) INSURANCE COMPANY(IES)</b> COMPANY B: COMPANY C: COMPANY D: COMPANY E:
INSURED SUBCONTRACTORS NAME & ADDRESS OF CONTRACTOR	

**COVERAGES                      CERTIFICATE NUMBER                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS
	general liability <input checked="" type="checkbox"/> commercial general liability <input type="checkbox"/> claims made <input checked="" type="checkbox"/> occur <input type="checkbox"/> owner's & contractor's prot <input checked="" type="checkbox"/> AGGREGATE LIMIT PER PROJECT			POLICY NUMBER	DATE	DATE	GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS-COMP/OP AGG \$ 2,000,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 EACH OCCURANCE \$ 1,000,000.00 FIRE DAMAGE (any one fire) \$ 50,000.00 MED EXP (ANY ONE PERSON) \$ 5,000.00 COMBINED SINGLE LIMIT \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> all owned autos <input type="checkbox"/> scheduled autos <input checked="" type="checkbox"/> hired autos <input checked="" type="checkbox"/> non-owned autos			POLICY NUMBER	DATE	DATE	BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/>						OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA			POLICY NUMBER	DATE	DATE	EACH OCCURANCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYER LIABILITY  THE PROPRIETOR/ <input type="checkbox"/> INCL PARTNERS/EXECUTIVE <input type="checkbox"/> EXCL  OFFICERS ARE:  OTHER			POLICY NUMBER	DATE	DATE	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS \$ EL EACH ACCIDENT \$ 1,000,000.00 EL DISEASE - POLICY LIMIT \$ 1,000,000.00 EL DISEASE-EA EMPLOYEE \$ 1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 For the work performed by                     <Sub Name> at the                     <Project Name> Project Site,                     <Contract No.>, (INSURED NAME HERE) and all others required by contract documents are named as additional insured's on a primary and non-contributory basis on the General Liability (ISO endorsement CG 2010 11/85 version or equivalent attached), Automobile, and Excess/Umbrella policies. Waiver of subrogation in favor of                     <CONTRACTOR NAME>,                     <Owner>, their subsidiaries and affiliates, applies to GL, Auto and WC policies.

CERTIFICATE HOLDER CONTRACTOR NAME HERE ADDRESS CITY, STATE ZIP	CANCELLATION - SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  _____ Authorized Representative Signature
--	--

