

## **Union Concrete and Construction Corp Insurance Requirements**

- A. Subcontractor hereby agrees that before commencing said Work it will present to the Contractor all requested documentation evidencing Subcontractor's maintenance of the insurance coverages required by this Article. Such documentation may include, but is not limited to, Certificates of Insurance, underlying Insurance Policies and Policy Endorsements. Subcontractor shall maintain said insurance in force at all times during the performance of any Work herein provided and such insurance coverage shall be maintained for at least one year from the date of final written acceptance of the Project. Unless provided otherwise in the Work Order, Subcontractor's subcontractors shall provide the same insurances as required herein.
- B. It is understood and agreed that the insurance coverage and limits, required below, shall not limit the extent of the Subcontractor's responsibilities and liabilities specified within the Prime Contract Documents or by law.
- C. Subcontractor waives all rights against Contractor, Owner and Architect/Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation, pollution and employers liability insurance maintained per requirements in this section. Subcontractor shall cause its insurer to include a "waiver of subrogation" clause in or issue an endorsement to all of its insurance policies recognizing and agreeing to this provision.
- D. It is further understood and agreed that authorization is hereby granted to the Contractor to either terminate this Subcontract or withhold payments to the Subcontractor until properly executed Certificates of Insurance and other requested insurance documents providing proof of insurance as required herein are received by Contractor. All of the insurance listed below shall be written through a company or companies satisfactory to the Contractor, which companies shall be licensed and authorized in the state where the Work is to be performed, and has an A.M. Best Rating of A-, VII or better, and the certificates shall be of the type that definitively obligate the insurer to notify the Contractor at least thirty (30) days in advance of any alterations in coverage or cancellations or non-renewal thereof. A sample of a properly executed Certificate of Insurance is attached as **Exhibit D**. Subcontractor expressly agrees and acknowledges that it is not entitled to any additional compensation from Contractor for the procuring of the insurance coverages required by this Article.
- E. **The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:**

- a. **Commercial General Liability (CGL)** with limits of insurance of not less than:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products and Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$100,000 Property Damage Legal Liability

\$5,000 Medical Payments.

- i. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each Project.
- ii. CGL shall be written on ISO Occurrence Form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- iii. Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 and CG 20 37 07 04 or endorsements providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- iv. Subcontractor shall provide a waiver of subrogation in favor of the Owner and the Contractor, their parents, subsidiaries, associated or affiliated companies, their officers, directors, stockholders, agents and employees, for any claim which might arise by reason of any payment under the policies obtained by Subcontractor.
- v. Subcontractor's CGL shall not contain any exclusion for explosion, collapse or underground for Work performed. In addition, the Subcontractor's CGL shall not contain an exclusion for subsidence.
- vi. The CGL coverage shall be endorsed to include terms no less broad than ISO form CG 2274 (Limited Contractual Liability Coverage for Personal and Advertising Injury). Where required, the CGL coverage shall be endorsed to include terms no less broad than ISO form CG 2417 (Contractual Liability – Railroads).
- vii. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.

**b. Automobile Liability:**

- i. Business Auto Liability with limits of at least \$1,000,000 each accident.
- ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the auto policy.

- iv. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insureds.
- v. Coverage for additional insureds shall be provided on a primary and non-contributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- vi. Subcontractor shall provide a waiver of subrogation in favor of the Owner and the Contractor, their parents, subsidiaries, associated or affiliated companies, their officers, directors, stockholders, agents and employees, for any claim which might arise by reason of any payment under the policies obtained by Subcontractor.
- vii. If Subcontractor or its sub-subcontractors of any tier haul or otherwise transport Hazardous Materials, the broadened pollution liability coverage endorsement (CA 99 48) and MCS 90 endorsement shall be provided.

**c. Commercial Umbrella:**

- i. Umbrella limits must be at least:
  - \$5,000,000 Each Occurrence
  - \$5,000,000 Products Completed Operations
  - \$5,000,000 Policy Aggregate
- ii. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL, Automobile Liability and Employers Liability. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
- iii. Subcontractor shall provide a waiver of subrogation in favor of the Owner and the Contractor, their parents, subsidiaries, associated or affiliated companies, their officers, directors, stockholders, agents and employees, for any claim which might arise by reason of any payment under the policies obtained by Subcontractor.

**d. Workers' Compensation and Employers Liability:**

- i. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- ii. Where applicable, U.S. Longshore and Harbor Workers' Compensation Act (USL&H) Endorsement shall be attached to the policy.
- iii. Subcontractor shall provide a waiver of subrogation in favor of the Owner and the Contractors, their parents, subsidiaries, associated or affiliated companies, their

officers, directors, stockholders, agents and employees, for any claim which might arise by reason of any payment under the policies obtained by Subcontractor.

e. **Contractual Liability** - coverage shall be obtained providing contractual liability insurance covering the Subcontractor's obligations under this Subcontract as identified in Article 5.

f. **If required by the Work Order:**

(1) **Contractors Protective Liability Insurance (OCP)** - The Subcontractor shall also take out, pay for and maintain until completion and acceptance of the Work required by this Master Subcontract, a separate policy of insurance naming the Contractor as the sole insured. The original policy shall be submitted for retention by the Contractor. The coverage shall be provided for the Contractor, its officers and employees with respect to said Work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations and if the Contractor, its officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. The amount and form of coverage shall be specified in the Work Order.

(2) **Contractors Pollution Legal Liability Insurance** – To provide coverage for liability due to personal injury or property arising out of or in connection with work contemplated by the contract herein specifically, Subcontractor shall provide coverage for pollution claims that typically are excluded under standard Commercial General Liability coverage forms and shall include coverage for pollution costs incurred as a result of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants arising out of or in connection with the work contemplated by the contract herein. Pollution costs means any cost or expense arising out of any request, demand or order that the contractor test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of pollutants; or any claim or suit by or on behalf of a governmental authority demanding that the contractor test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. The amount of coverage shall be specified in the work order.

- i. Coverage shall include Transportation and Non-owned Disposal Sites.
- ii. This policy shall be endorsed to designate Contractor. as additional insured and provide that such insurance is primary as respects the interests of the contractor and that any insurance maintained by the contractor is excess. Said insurance shall be on an occurrence form

basis only. Claims made insurance shall not be acceptable. Deductibles on said insurance, if any, shall be the sole responsibility of the subcontractor.

- iii. Subcontractor shall provide a waiver of subrogation in favor of the Owner and the Contractor, their parents, subsidiaries, associated or affiliated companies, their officers, directors, stockholders, agents and employees, for any claim which might arise by reason of any payment under the policies obtained by Subcontractor.

**(3) Marine Insurance** - If required by the Work Order, the Subcontractor shall provide coverage for liability due to personal injury or property arising out of or in connection with the Work contemplated by the Master Subcontract herein. Specifically, coverage shall be provided for marine activities that typically are excluded under standard Commercial General Liability coverage forms and shall include coverage for marine accidents/omissions/errors in a form and amount satisfactory to the Contractor and the Owner as specified in the Work Order

**(4) Professional Liability Insurance** - If required by the Work Order, the Subcontractor shall maintain Professional Liability Coverage. Specifically, coverage shall be provided for errors, omissions and/or malpractice of Subcontractor, and any other party for which it is liable, in connection with the performance of Subcontractor's work under this Agreement. Such insurance will have a minimum limit as outlined in the work order. Subcontractor shall maintain in full force and effect such Professional Liability Insurance as described herein for at least five years following the final acceptance of Subcontractor's work.