

**W.E. O'NEIL CONSTRUCTION CO. OF CALIFORNIA**

**INSURANCE REQUIREMENTS**

Subcontractor shall obtain and submit to W.E. O'Neil Construction Co. of California before any Subcontract Work is performed, certificates from the Subcontractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Prime Contract, but in no event shall the coverages and limits be less than those specified as follows:

**1. Worker's Compensation and Employer's Liability:**

- Bodily Injury by Accident \$ 1,000,000 each accident
- Bodily Injury by Disease \$ 1,000,000 policy limit
- Bodily Injury by Disease \$ 1,000,000 each employee

**2. Commercial General Liability:** For bodily injury, personal injury and property damage on an occurrence form and shall include coverage for premises-operations, elevators, independent contractors, broad form property damage, XCU hazards (explosion, collapse and underground), contractual liability, and products and completed operations with limits not less than the following per project:

- Each Occurrence \$ 1,000,000
- General Aggregate per Project \$ 2,000,000
- Products – Completed Operations Aggregate \$ 2,000,000

Such policy must contain (i) ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent providing insurance coverage to all those required to be additional insureds under the Contract Documents, (ii) a Waiver of Subrogation Endorsement, (iii) Primary and Non-Contributory Endorsement.

**3. Automobile Liability:** For bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles, including coverage for contractual liability, with a limit no less than \$1,000,000 per accident. Additional Insured and Waiver of Subrogation Endorsement.

**4. Umbrella/Excess Liability:** Subcontractor shall provide Umbrella/Excess insurance, which policy(ies) shall be excess over Subcontractor's Commercial General Liability, Automobile Liability, and Employer's Liability. The limits required shall be the limits in Subcontractors Umbrella/Excess policy(ies), but in no event shall such limits be less than the following amounts for the Work designated below:

NOTE: If subcontract amount is over \$100,000 insurance limits shall be as follows:

\$5,000,000 each occurrence and per project aggregate

Earth Retention (shoring)	Concrete	Masonry
Windows/Curtainwall	Steel	Roofing
Exterior Wall Systems (building envelope)	Plumbing	Fire Protection
Conveying Systems (elevator and Escalator)	HVAC	Electrical

All Other Subcontractors

\$1,000,000 each occurrence and per project aggregate

## INSURANCE REQUIREMENTS:

5. **Contractors' Equipment:** For damage or loss to owned, leased or rented property, machinery, equipment and tools under its care, custody and control.
6. **Errors and Omissions/Professional Liability:** If Subcontractor performs design, engineering-based or other professional services as part of the Work, subcontractor must secure/procure and maintain insurance for claims arising from such activities. If the services are provided by Subcontractor's subcontractor or consultants, then subcontractor's subcontractor or consultants shall provide the required professional liability coverage. If the insurance is written on a claims-made basis, the retroactive date shall be prior to the start of Subcontractor's work. Renewal policies during this period shall maintain the same retroactive date. Such insurance shall provide not less than a \$1,000,000 limit per claim. Such insurance must be maintained for three years after final acceptance of the Project
7. **Environmental/Pollution Liability:** If the Subcontractor performs any work dealing with abatement, hazardous materials, or other such environmentally regulated work, Subcontractor must secure/procure and maintain insurance for claims arising from such activities. If the services are provided by Subcontractor's subcontractor, then the Subcontractor's subcontractor shall provide the required environmental liability coverage. If the insurance is written on a claims-made basis, the retroactive date shall be prior to the start of Subcontractor's Work. Renewal policies during this period shall maintain the same retroactive date. Such insurance shall provide not less than a \$2,000,000 limit per occurrence and shall include coverage for bodily injury, property damage, clean-up costs and completed operations. Such insurance must be maintained for three years after final acceptance of project.
8. **Additional Insureds:** The required insurance policies, with the exception of the Worker's Compensation and Errors and Omissions/Professional Liability, must name the W.E. O'Neil Construction Co. of California, Owner, Architect and others required in the Contract Documents (including their directors, officers, employees, and agents) as additional insureds, with respect to operations performed (including completed operations) under the Contract Documents. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent. Subcontractor's insurance shall be primary and non-contributory with any insurance maintained by such additional insureds.
9. **Waiver of Subrogation:** Subcontractor waives its right(s) of subrogation, and shall require its insurers to endorse the Workers' Compensation, Commercial General Liability Policy, Automobile Liability, Property/Contractor's Equipment and Environmental/Pollution Liability insurance policies required under this Subcontract Agreement to waive all rights of subrogation against the Additional Insureds and Indemnities. For Automobile Insurance, the Waiver of Subrogation shall apply to both liability and physical damage.
10. **Certificates of Insurance:** Prior to commencing work, Subcontractor must provide properly completed certificates of insurance on ACORD forms which evidence the insurance required under this Agreement. The certificates must specifically list each of the required additional insureds and specify that a waiver of subrogation endorsement applies to the required insurance policies. The certificates must be accompanied by the required endorsements.

**OTHER REQUIREMENTS:**

11. **Notice & Rating:** The required insurance policies must be endorsed to require thirty (30) days advance notice to the W.E. O'Neil Construction Co. of California in the event of any cancellation or reduction of coverage. All insurers must possess an A.M. Best rating of A-VII or better and be authorized to do business in the state or states where the work is to be performed. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies. Upon written request from W.E. O'Neil Construction Co. of California, Subcontractor must supply certified copies of the required insurance policies within ten (10) days.
  
12. If the Contract Documents provide for an Owner Controlled Insurance Program (OCIP) which provides coverage for the Subcontract Work, the Subcontractor shall comply with all provisions of any such OCIP.