

W. E. O'NEIL CONSTRUCTION CO. OF ARIZONA

INSURANCE REQUIREMENTS

Project Name
Project Address
City, State Zip

Subcontractor **SHALL NOT COMMENCE WORK** at the site until it has obtained and provided all insurance required by the Contract Documents, and certificates of such insurance have been accepted and filed with the General Contractor, Owner, and Architect. The required insurance must be written by a Company licensed to do business in Arizona at the time the policy is issued and the Company must be acceptable to W. E. O'Neil Construction Co. of Arizona. All insurance policies shall remain in full force and effect throughout the contract duration and warranty period per Article III of The Subcontract Agreement.

Submit ALL insurance certificates for review and processing directly to:

W. E. O'Neil Construction Co. of Arizona
2601 N. Fairview Avenue
Tucson, AZ 85705
Attention: Carrie Mazur
FAX: 520-792-0958

The Certificate Holder & Additional Insured information should read:

W. E. O'Neil Construction Co. of Arizona
2601 N. Fairview Avenue
Tucson, AZ 85705

Also Named as Additional Insured on all projects:

O'Neil Industries, Inc.

Should you have any questions, please contact Carrie Mazur at our office: Office— 520-792-0734 or e-mail cmazur@weoneil.com.

Please provide the General Contractor, Owner, and Architect and any other parties in interest as Additional Insured(s) under the contract coverage, specified under Commercial General Liability; Item #2.

Owner's Information:

Owner's Name
Owner's Address
City, State Zip

Architect's Information:

Architect's Name
Architect's Address
City, State Zip

INSURANCE REQUIREMENTS:

A. Subcontractor shall obtain and submit to General Contractor 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
- Employer's Liability \$ 1,000,000
- A Waiver of Subrogation in favor of W. E. O'Neil Construction Co. of Arizona shall be included.

2. **Commercial General Liability:** For bodily injury, personal injury and property damage on an occurrence form (ISO Form CG 0001 or equivalent) 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

Completed Operations coverages shall be maintained in force for a period of five (5) years after completion of the project or for such longer period of time as is described in the Contract Documents.

Such policy must contain (i) ISO Additional Insured Endorsements CG 2010 07 04 and CG 2037 07 04 or equivalent providing insurance coverage to all those required to be additional insureds under the Contract Documents ("Additional Insureds") as set forth below, (9) a Waiver of Subrogation Endorsement.

****General Aggregate must apply "Per Project"**

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. A Waiver of Subrogation in favor of W. E. O'Neil Construction Co. of Arizona and O'Neil Industries, Inc. shall be included.

INSURANCE REQUIREMENTS:

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 \$5,000,000 insurance limits shall be as follows:

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

| | | |
|-----------------|---------------------|----------------------|
| Foundation | Steel & Misc. Iron | Drywall |
| HVAC | Earth Retention | Exterior Wall Panels |
| Elevator | Electrical | Concrete |
| Fire Protection | Masonry | Roofing |
| Plumbing | Windows/Curtainwall | |

\$1,000,000 each occurrence and \$2,000,000 per project aggregate, All Other Subcontractors

Subcontractor’s Umbrella/Excess policy(ies) shall be endorsed such that they will be triggered upon the exhaustion of the Subcontractor’s primary, liability insurance coverage, and that the insurance policies issued to the Additional Insureds shall not be triggered or respond until the Subcontractor’s Umbrella/Excess policy(ies) have exhausted. Subcontractor's Umbrella/Excess Liability Insurance shall be primary and non-contributory and must cover all additional insureds. A Waiver of Subrogation in favor of W. E. O’Neil Construction Co. of Arizona and O’Neil Industries, Inc. shall be included.

5. **Contractors’ Equipment:** For damage or loss to owned, leased or rented machinery, equipment and tools under its care, custody and control. Subcontractor waives its right of subrogation against the General Contractor, Owner, Architect and others required in the Contract documents, and such insurance will include a corresponding endorsement. In the event that rental of equipment is undertaken to complete and/or perform the Subcontract Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use of unauthorized persons. A Waiver of Subrogation in favor of W. E. O’Neil Construction Co. of Arizona and O’Neil Industries, Inc. shall be included.

INSURANCE REQUIREMENTS:

6. **Errors and Omissions/Professional Liability:** If Subcontractor performs design, engineering-based or other professional services as part of The Work (“Design”), then in addition to providing the required liability coverages and additional insured endorsements required in this Article, Subcontractor shall procure and maintain insurance for claims arising from such Design services. If the Design services are provided in whole or in part by Subcontractor’s subcontractor(s) or consultant(s), then Subcontractor’s subcontractor or Subcontractor’s consultants shall also procure 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 (or its subcontractors or consultants) perform any work that is regulated by or requires a permit under Federal or State environmental statutes and/or regulations, or would be excluded under any ISO pollution or similar exclusion, then Subcontractor shall procure and maintain insurance for claims arising from such activities. If the services are provided by Subcontractor’s subcontractor, then Subcontractor’s subcontractor shall provide the required environmental/pollution 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 the Project.

B. OTHER REQUIREMENTS:

8. **Additional Insureds:** The required insurance policies, with the exception of the Workers Compensation and Errors and Omissions/Professional Liability, must name the General Contractor, Owner, Architect and others required in the Contract documents (including their directors, officers, employees, and agents) as Additional Insureds with respect to operations performed or incident to The Work performed under the Contract Documents. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 07 04 and CG 2037 07 04 or equivalent as the basis for such Additional Insured coverage. Subcontractor’s insurance shall be primary and non-contributory with any insurance maintained by such Additional Insureds.

INSURANCE REQUIREMENTS:

9. **Waiver of Subrogation:** Subcontractor waives its right(s) of subrogation, and shall endorse its insurance policies required under this Agreement to waive all rights of subrogation against the General Contractor, Owner, Architect, Additional Insureds, Indemnitees, and others as may be required by amendment to this Insurance Requirement. For the Commercial Automobile liability, the Waiver of Subrogation shall include Subcontractor's vehicles, including Subcontractor's Employees. Subcontractor waives and will require its insurers to waive their rights of subrogation and will have the insurance policies endorsed, if needed, to assure such waiver is valid against General Contractor, Owner, Architect and others as may be required by amendment to this Insurance Requirement or included in the Contract Documents for claims or damages arising or alleged to arise under workers compensation, employers liability, commercial general liability, commercial automobile liability and physical damage, umbrella liability, contractors pollution liability and contractors equipment insurance.
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 the waiver of subrogation, and shall attach all additional insured endorsements which apply, including the required Commercial General Liability ISO Additional Insured Endorsements CG 2010 07 04 and CG 2037 07 04 stating that the Additional Insured coverage is provided on a primary and non-contributing basis. Subcontractor agrees to furnish General Contractor with the same evidence of insurance required above from each sub-subcontractor employed by Subcontractor.
11. **Notice & Rating:** The required insurance policies must be endorsed to require thirty (30) days advance written notice to the General Contractor in the event of any cancellation or reduction of coverage. All insurers must possess an A.M. Best rating of A- (minus) 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 General Contractor, Subcontractor must supply certified copies of the required insurance policies within ten (10) days.
12. Subcontractor shall be responsible to satisfy any deductible or self insured retention with respect to any of the coverages required by this Subcontract or as otherwise stated in the Subcontract Agreement.

INSURANCE REQUIREMENTS:

13. If The Work involves the design, construction, fabrication, preparation, installation, application, maintenance or repair (including remodeling, service, correction, or replacement) of any “exterior insulation finish system” (EIFS) or any part thereof, or substantially similar system, the Subcontractor’s CGL policy shall include no exclusions for such work. Alternatively, “EIFS” coverage may be provided under a separate policy.
14. If the Contract Documents provide for an Owner Controlled Insurance Program or a Contractor's Controlled Insurance Program (OCIP or CCIP) which provides coverage for the Subcontract Work, the Subcontractor shall comply with all provisions of any such OCIP/CCIP.