



DEVCON CONSTRUCTION, INC.
General Building Contractors

CONDITIONS OF INSURANCE

1.1 CASUALTY INSURANCE. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, in companies acceptable rated no lower than A-VII, based on the Best Rating Guide as follows:

1.1.1 WORKER' COMPENSATION AND EMPLOYERS' LIABILITY INSUARANCE.

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employers' Liability Insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for just injuries or claims.

1.1.2. GENERAL LIABILITY INSURANCE. Subcontractor shall carry Commercial General Liability Insurance (Occurrence Form) or its equivalent covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- 1) premises and operations;
- 2) products and completed operations;
- 3) contractual liability insuring the obligations assumed by Subcontractor in this Agreement;
- 4) broad form property damage (including completed operations);
- 5) explosion, collapse and underground hazards; and
- 6) personal injury liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately on a per project basis to Subcontractor's work under this Agreement.

Subcontractor shall not provide General Liability Insurance under any Manuscript Form, Commercial General Liability Claims Made form or the Modified Occurrence form without the prior express written consent of Contractor.



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1.1.2.1. Subcontractor shall carry and Occurrence form Commercial General Liability policy, the limits of liability shall not be less than:

- \$2,000,000 each occurrence (combined single limit for bodily injury and and property damage)
- \$2,000,000 for personal injury liability
- \$2,000,000 for aggregate for products-completed operations
- \$2,000,000 general aggregate

With respect to the Commercial General Liability Policy, if defense costs are included in the limits, then the required limits on each of the limits of liability referenced above shall be increased by \$1,000,000.

Contractor, their officers, directors and employees, and any entities required to be named as additional insured under the Contract Documents shall be named as additional insureds under the Occurrence form Commercial General Liability policy on an all California operations basis. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by Contractor, its officers, directors and employees or Owner will be excess only and will not contribute with this insurance. The additional insured endorsement shall contain products and completed operations coverage and shall be on ISO form "Additional Insureds, Owners, Lessees or Contractors" (Form B) (CG 20 10) 1985 edition, or equivalent. The additional insured endorsement shall be maintained and furnished to Contractor for three (3) years following completion of the project.

1.1.3 AUTOMOBILE LIABILITY INSURANCE. Subcontractor shall carry Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. If Subcontractor's Automobile Liability Insurance is provided by a Commercial General Liability policy, then Subcontractor's Automobile Liability Insurance policy shall include coverage for automobile contractual liability.

1.1.4 PROFESSIONAL LIABILITY INSURANCE. Subcontractors providing design-build services under this Agreement, including, without limitation, mechanical, electrical, plumbing and/or fire sprinkler, shall, at their own expense, procure and maintain in companies acceptable to Contractor Professional Liability Insurance (Errors and Omissions). The Professional Liability Insurance shall have limits of liability in the amount of no less than \$1,000,000. Evidence of coverage in the form of a Certificate of Insurance shall be provided to Contractor prior to the start of Subcontractor's Work or within ten (10) days from the date this Agreement is signed, whichever is earlier.



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1.1.5 RIGGERS LIABILITY INSURANCE. Should Subcontractor's Work under this Agreement involve the rigging of property, Subcontractor shall, at its own expense, procure and maintain in companies acceptable to Contractor, Riggers Liability Insurance to insure against physical loss or damage to the property being lifted. The Riggers Liability Insurance shall have limits of liability of not less than \$1,000,000. Evidence of coverage in the form of a Certificate of Insurance shall be provided to the Contractor prior to the start of Subcontractor's Work, or within ten (10) days from the date of this Agreement is signed, whichever is earlier.

1.1.6 AIRCRAFT INSURANCE. If Subcontractor or any of its subcontractors or suppliers use any owned, leased, chartered or hired aircraft of any type (including helicopters) in the performance of work under this Agreement, they shall, at their own expense, procure and maintain in companies acceptable to Contractor, 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 to the Contractor prior to the start of Subcontractor's Work or within ten (10) days from the date this Agreement is signed, whichever is earlier.

1.1.7 POLLUTION LIABILITY INSURANCE. If Subcontractor or any of its subcontractors are required to perform remedial hazardous materials operations or perform any work using or involving hazardous material, Subcontractor shall, at its own expense, procure and maintain in companies acceptable to Contractor, a Contractor's Pollution Liability policy with limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for bodily injury, personal injury, and property damage. Contractor and Owner shall be named as additional insureds under the Contractor's Pollution Liability policy. Evidence of coverage in the form of a Certificate of Insurance shall be provided to the Contractor prior to the start of Subcontractor's Work, or within ten (10) days from the date this Agreement is signed, whichever is earlier.

1.1.8 EXCESS LIABILITY INSURANCE. When excess or Umbrella Liability Insurance is required such coverage shall comply with all of the requirements of the General Liability policy (i.e., following form), including the additional insured endorsement and primary wording requirements.

1.1.9 CERTIFICATES OF INSURANCE. Additional Insured endorsements and primary wording as evidence of the insurance required by this Agreement shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor or within ten (10) days of the date this Agreement is signed, whichever is earlier. Subcontractor shall continue to provide evidence of coverage required by this Agreement including Additional Insured endorsements for a period of three (3) years from the completion of Work under this Agreement.



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1.1.10 Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under these CONDITIONS OF INSURANCE. In the event Subcontractor fails to procure and/or maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor.

1.1.11 The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities imposed under this Agreement. If higher limits, special requirements, or other forms of insurance are required by the Contract Documents, Subcontractor will comply with such requirements. Contractor shall have the right to request and Subcontractor shall provide certified copies of all insurance policies required under this Agreement at any time.

1.2 PROPERTY INSURANCE. Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in these CONDITIONS OF INSURANCE require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor or Owner. Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of Subcontractor's Work.

If Builder's Risk insurance purchased by Owner or Contractor provides coverage to 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.

Waiver of subrogation clauses, if any contained in the Contract Documents shall be effective only to the extent that losses, liabilities or expenses of the Contractor for damages are actually paid to Contractor by proceeds from a property insurance policy obtained pursuant to the Contract Documents.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense property and equipment insurance for portions of Subcontractor's Work stored off the site or in transit.

Builder's Risk insurance policy will not provide coverage for Subcontractor's tools and equipment that may be lost, stolen or damaged. Subcontractor acknowledges and agrees that it is solely responsible for its own tools and equipment and Subcontractor shall provide and maintain its own property insurance for said tools and equipment.



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If Owner or Contractor have not purchased Builder's Risk or equivalent insurance, including the full insurable value of Subcontractor's Work, then Subcontractor may procure such insurance at its own expense as will protect the interests of Subcontractor, and its subcontractors in the work. Such insurance shall also apply to any of Owners' or Contractor's property in the care, custody, or control of Subcontractor.

1.3 Failure of Contractor to enforce in a timely manner any of the provisions of these CONDITIONS OF INSURANCE shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions of these CONDITIONS OF INSURANCE must be delineated in the Contract Documents.