



CONSTRUCTION

EXHIBIT "A" INSURANCE REQUIREMENTS

Subcontractor Coverage Requirements. Subcontractor shall, at its expense, procure and maintain, at a minimum, the following insurance coverages and limits, which shall be maintained with policy forms and deductibles satisfactory to Contractor on all of its operations, in companies acceptable to Contractor, which shall maintain a minimum A.M. Best Rating of A- VII or better as follows:

- .1 Workers' Compensation and Employer's Liability Insurance (Stop Gap): Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability (Washington Stop Gap) insurance shall be provided in amounts as specified below. 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 such injuries or claims.
- .2 General Liability and Umbrella / Excess Insurance: Subcontractor shall carry an Occurrence Form Commercial General Liability Insurance (including Umbrella / Excess policies if necessary to meet the minimum limits as specified below) 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; (5) explosion, collapse and underground hazards including subsidence; (6) personal injury liability; and any other type of claim for which Subcontractor may be responsible for under this Subcontract Agreement. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply on a per project basis.
- .3 Automobile Liability Insurance: Subcontractor shall carry automobile liability insurance in amounts as specified below, including coverage for all owned, hired and non-owned automobiles. If Subcontractor's Scope of Work involves transporting of hazardous waste, Subcontractor shall include MCS 90 endorsement in accordance with the Motor Carrier Act of 1980.
- .4 Contractor's Pollution Liability (CPL): If CPL coverage is required under subparagraph .6 below, Subcontractor shall provide and maintain Contractors Pollution Liability coverage written on an occurrence basis, or claims made basis so long as the coverage is maintained to cover exposure throughout the statute of limitations period, covering all construction operations performed by Subcontractor including their vicarious liability for acts of sub tiers with minimum coverage limits as stated below. Such insurance is to provide coverage for: Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, property damage including physical injury to or destruction of tangible property, clean-up costs, and the loss of use of tangible property and defense including cost charges and expenses incurred in the investigation, adjustment of defense of claims for such compensatory damages. If a loss or damage resulting from water intrusion, leak, condensation or the like may arise from or in connection with Subcontractor's Work; Subcontractor's coverage shall expressly extend the definition of "pollutant" to include Microbial Matter. Microbial Matter means fungi or bacterial matter including but not limited to, mold, mildew and viruses, whether or not the Microbial Matter is living.
- .5 Professional Liability Insurance (E & O): If and to the extent Subcontractor's Work calls for or requires Professional Services, including but not limited to any design, engineering, surveying, consulting, inspecting, testing or any other professional service to be provided by or performed by a qualified professional, including instances of Subcontractor self-performance, Subcontractor shall provide, or require its design professional to provide, Professional Liability (Errors and Omissions) Insurance covering liability for claims that arise from the negligent errors, omissions or acts of said professional in the amount specified below. Policy shall include contractual liability coverage and be effective at a minimum from commencement of the professional activities in connection with the Scope of Work covered under this Subcontract Agreement throughout the statute of limitations period following substantial completion of the Project.
- .6 Policy Limits: The following minimum Policy Limits must be met. An Umbrella / Excess Policy may be used to achieve these Policy Limits. If the policy does not have an endorsement providing that the general aggregate limit applies separately to this Project, or if defense costs are included in the general aggregate limit, then the required aggregate limits shall be increased by \$1,000,000.

Commercial General Liability, General Aggregate	\$ 2,000,000
Products - Completed Ops Aggregate.....	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Auto Liability.....	\$ 1,000,000
Washington Stop Gap (Employers Liability).....	\$ 1,000,000
Contractor's Pollution Liability	\$ TBD by GLY on Case by Case Basis
Umbrella / Excess Liability	\$ TBD by GLY on Case by Case Basis
Professional Liability (Errors and Omissions).....	\$ TBD by GLY on Case by Case Basis

- .7 Additional Insureds: **GLY Construction, Inc., _____ and their respective officers, directors and employees** shall be expressly named as Additional Insureds under the insurance policies required under this Agreement. The policy(s) shall stipulate that the insurance afforded the Additional Insured shall apply on a Primary and Non-



CONSTRUCTION

EXHIBIT "A" INSURANCE REQUIREMENTS

Contributory basis and that any other insurance carried by any of them will be excess only and will not contribute with this insurance. An appropriate Primary / Non-Contributory Additional Insured Endorsement Form evidencing such coverage and specifically stating that the Additional Insured status shall apply to ongoing and completed operations, must be provided to Contractor along with the Certificate of Insurance. All coverages and endorsements must be in effect prior to commencement of Work and remain in effect, renewed or reissued as necessary, for a minimum of six years beyond substantial completion of the Project or such other time as may be required by the Contract Documents.

- .8 Compliance: Contractor may take such steps as are necessary to assure Subcontractor's compliance with his obligations under this Section. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage as is required to protect Contractor's interests and charge the expense to Subcontractor, or terminate this Agreement for default in accordance with Article 10 of the Subcontract Terms and Conditions.
- .1 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 by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.
 - .2 Failure of Contractor to enforce in a timely manner any of the provisions of this Section 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 this Section must be delineated in the Contract Documents.
 - .3 Forty-five (45) days written notice must be given to certificate holders (GLY and Owner), prior to cancellation of any policy required hereunder.
 - .4 Subcontractor shall either (1) require all parties performing Work under this Agreement to procure and maintain insurance coverage of the type and in the amounts as appropriate for their Scope of Work, or (2) insure the activity of such parties under its own policy(s).
 - .5 Subcontractor specifically agrees to defend, indemnify and hold Contractor harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Subcontract including such claims, or losses for which Subcontractor has failed to obtain insurance coverages as required in this Exhibit "A."
- .9 No Limitation: The insurance coverages maintained by the Subcontractor shall in no way limit Subcontractor's indemnity obligations or other liabilities under this Agreement.
- .10 Certificates of Insurance: Certificates of Insurance with applicable endorsements are strictly required under this Subcontract. Subcontractor will be required to leave the job site, assuming risk of resulting penalties, liabilities or damages associated therewith, and payments will be held until the following insurance requirements are met and a certificate of insurance with applicable endorsements evidencing such coverage is provided to Contractor.
- .1 Reference to GLY job number _____ and job name _____ must specifically be shown on the certificate.
 - .2 Subcontractor must provide required endorsements along with the Certificate in order to have met its obligations under this provision.
 - .3 FORWARD THE CERTIFICATE TO: Email: riskm@gly.com or Fax 425.519.4393 or
US Mail: **Attn: Risk Management, PO Box 6728, Bellevue, WA 98008-0728**