



393 East Grand Avenue
South San Francisco, CA 94080
650 416 5600 | tel
650 416 5602 | fax

Addendum B - Subcontractor Insurance Requirements

In addition to the requirements contained in Addendum B, Subcontractor shall, at its expense, carry and maintain insurance on all its operations, in insurance companies with an A.M. Best Insurance Rating of A-VIII or Better or otherwise acceptable to Contractor (California State Compensation Insurance Fund "SCIF" shall be an acceptable insurer for Workers Compensation coverage,) as follows:

(A) Workers' Compensation and Employers Liability Insurance

1. Workers' Compensation insurance shall be provided as required by any applicable law or regulation.
2. 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 and \$1,000,000 each employee for bodily injury by disease.
3. If there is an exposure of injury to Subcontractor's employee 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.
4. The policy shall be endorsed to provide a Waiver of Subrogation in favor of the Contractor and Owner and their officers, directors and employees.

(B) General Liability Insurance

Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability below and including coverage for:

1. Premises, Operations, and Mobile Equipment
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
6. Personal Injury Liability

Please note:

Certificates and endorsements must be received and approved prior to the start of any work.

No payments will be released until all insurance documents are received and accepted.

Limits of Liability (General Liability)

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 products and completed operations aggregate
- \$1,000,000 personal injury
- \$2,000,000 general aggregate (if coverage provided by a Commercial General Liability policy)

Additional Insureds (General Liability Insurance)

1. The Certificate of Insurance to name following as addition insured:
Dome Construction Corporation, the owner, and any other entity which Contractor is required to name as an additional insured under the Prime Contract.
2. Coverage for the Contractor and Owner and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG 2010 0704 in conjunction with CG 2037 0704, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable.
3. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute to Subcontractor's primary or excess insurance carrier's duty to defend or indemnify unless required by law. The excess insurance required above or maintained by Subcontractor shall also afford additional insured protection to Owner, Contractor and any other entity which Contractor is required to name as an additional insured under the Prime Contract. If either defense costs are included in the general aggregate limit or if the General Aggregate limit does not apply separately to this project, then the General Aggregate limit shall be at least \$5,000,000.



393 East Grand Avenue
South San Francisco, CA 94080
650 416 5600 | tel
650 416 5602 | fax

Other General Liability Policy Requirements – The General Liability policy shall provide that:

1. The General Aggregate Limit applies separately to the subcontractor's work under this contract.
2. Coverage applies on an Occurrence basis. Claims made or modified occurrence policies are not acceptable.
3. The Defense Costs are in addition to the policy limits.
4. There shall be no coverage exclusions or restrictions for mold, fungus or other microbial matter, unless the subcontractor also carries Pollution Liability insurance which shall specifically include coverage for mold, fungus or other microbial matter with limits not less than \$1,000,000 each claim.
5. There shall be no coverage exclusions or restrictions for subsidence or any other type of earth movement.
6. There shall be no coverage exclusions or restrictions for EFIS (Exterior Finish & Insulation Systems).
7. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance. If either defense costs are included in the general aggregate limit or if the General Aggregate limit does not apply separately to this project, then the General Aggregate limit shall be at least \$5,000,000.

Excess Liability: If excess/umbrella policies are used to meet the limits of liability requirement said policies shall be "following" form of the underlying primary policy and meet the aforesaid additional insured and primary insurance requirements.

(C) Automobile Liability Insurance

(Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limited for each accident. Where hazardous or regulated substances, or hazardous or regulated wastes, are involved in the Work the limits of liability shall be \$5,000,000 Combined Single Limit and the policy shall include Endorsement MCS-90. Said insurance shall name Owner and Contractor, and their respective officers, directors, and employees as additional insureds.

(D) Professional Liability Insurance

If Subcontractor's work under this subcontract includes design build work or design or engineering professional services, then Subcontractor shall maintain Professional Liability Insurance covering acts, errors or omissions arising out of the rendering of or failure to render professional services, whether committed or alleged to have been committed by Subcontractor or by its employees, consultants or others for whom the Subcontractor is legally responsible. The limit of liability shall not be less than \$2,000,000 each claim and in the aggregate.

The policy shall be endorsed to provide contractual liability coverage for liability assumed by Subcontractor under contract with Contractor to the extent that such assumed liability arises out of negligent acts or omissions of the Subcontractor, its employees, consultants or subcontractors.

Subcontractor shall maintain Professional Liability insurance for not less than five years (or longer if specifically required by Dome or the Owner in writing) following completion of services performed by Subcontractor under this Agreement.

Any retroactive date in the Professional Liability policy shall predate both the date upon which any services hereunder are commenced and the date of this Agreement.

(E) Aircraft Liability Insurance

If the Subcontractor or its Subcontractor's use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, Subcontractor and/or its Subcontractors shall maintain aircraft liability insurance in an amount not less than \$5,000,000 per occurrence including Passenger Liability.

Contractor and Owner and their officers, directors and employees shall be named as additional insureds. Insurance afforded the additional insureds shall apply as primary insurance and any other insurance or self insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance.

(F) Pollution Liability Insurance

If the Subcontractor's work under this subcontract includes the handling and/or removal of pollutants, contaminants or other hazardous materials, then Subcontractor shall maintain Pollution Liability Insurance covering the Subcontractor's liability for bodily injury, property damage (including the loss of use thereof) and environmental damage resulting from pollution and related clean-up costs incurred arising from the work or services to be performed. Coverage shall be provided for both work performed on site as well as during the transport and disposal of hazardous materials. The limit of liability shall not be less than \$1,000,000 per occurrence. Contractor and Owner and their officers, directors and employees shall be named as additional insureds. If work involves the transportation of hazardous materials subcontractor's pollution liability policy shall include the business auto and truckers endorsement form CA 99 48 or its equivalent.

(G) 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 this Section require an



393 East Grand Avenue
South San Francisco, CA 94080
650 416 5600 | tel
650 416 5602 | fax

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, Contractors 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. Subcontractor shall satisfy himself as to the extent of such insurance prior to commencement of Subcontractor work.

If Builder's risk insurance purchased by Owner or Contractor provides coverage for 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.

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 his own expense property and equipment insurance for portions of Subcontractor's work stored off the site or in transit.

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

- (H) Certificates of Insurance as evidence of the insurance required by this agreement, shall be furnished by the Subcontractor to the Contractor before any work hereunder is commenced by the Subcontractor.

The Certificates of Insurance shall provide that there will be no cancellation of insurance policies or reduction of coverage without (30) days prior written notice to the Contractor by either the Subcontractor or its' insurance agent or broker. Upon the written request of the Contractor, Subcontractor shall provide an endorsement to required policies that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor.

The Certificate of Insurance furnished as evidence of Comprehensive General Liability or Commercial General Liability insurance carried by the Subcontractor shall include a copy of the policy provision or the additional insured endorsement adding the Contractor and Owner as additional insureds and shall also provide that insurance for such additional insureds applies as primary insurance and that other insurance or self insurance maintained by the Contractor or Owner shall not be called upon for contribution.

Any deductibles(s) or self-insured retention(s) shall be borne by the Subcontractor and not for the account of either the Contractor or Owner. Where deductible(s) or self-insured retention(s) exceed Twenty Five Thousand dollars (\$25,000) it must be shown on the Certificate of Insurance. Where deductibles(s) or self-insured retention(s) exceed One Hundred Thousand dollars (\$100,000) it shall be submitted for approval to the Contractor prior to commencing work and shall be disclosed within the Certificate of Insurance.

Subcontractor shall continue to provide evidence of coverage required by this agreement for a period of three (3) years from the completion of the work under this agreement.

- (I) The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall 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.

In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.

- (J) Insurance Requirements for Sub-Subcontractors:

Subcontractor shall ensure that its Subcontractors of all tiers shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth for General Liability in paragraph (B) of this Addendum A. Certificates of Insurance shall be provided by each sub-subcontractor prior to the start of their work on this project.

- (K) The attached sample documents include:

- Exhibit B1 – Sample Insurance Certificate ACORD 25 (2010/05)
- Exhibit B2.1 – Sample Additional Insured Endorsement CG 2010 0704 for "Ongoing Operations"
- Exhibit B2.2 – Sample Additional Insured Endorsement CG 2037 0704 for "Completed Operations"
- Exhibit B2.3 – Sample Primary and Noncontributory Endorsement CG 20 01 0413
- Exhibit B3 – Sample Workers' Compensation Waiver of Subrogation Endorsement



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B1

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name and Address of Insurance Broker Phone Number of Insurance Broker	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Subcontractor's Name and Address	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Name of Insurance Carrier	
	INSURER B: Name of Insurance Carrier	
	INSURER C: Name of Insurance Carrier	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	Policy Number	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Policy Number	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Policy Number	xx/xx/xxxx	xx/xx/xxxx	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 L. DISEASE - EA EMPLOYEE \$ 1,000,000 L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Insert Specific Dome Job Number, Job Name and Job Address here. Dome Construction Corporation (Certificate Holder) is an additional insured per endorsement CG 2010 11/85 (or its equivalent) attached. Waiver of Subrogation applies to Workers' Compensation coverage per endorsement (insert specific form number applicable to your specific WC policy) attached.

Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Dome Construction Corporation 393 East Grand Avenue South San Francisco, CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
LOAN #: ID #:	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

EXHIBIT B2.1 - SEE ADDITIONAL INSURED ENDORSEMENT

POLICY NUMBER: **INSERT YOUR POLICY # HERE**

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
DOMESTIC CONSTRUCTION CORPORATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES; AND ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE OBLIGATED BY VIRTUE OF A CONTRACT OR BY THE ISSUANCE OR EXISTENCE OF A PERMIT, TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY	ALL OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: INSERT POLICY # HERE

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
DOME CONSTRUCTION CORPORATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES; AND ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE OBLIGATED BY VIRTUE OF A CONTRACT OR BY THE ISSUANCE OR EXISTENCE OF A PERMIT, TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY.	ALL OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT B3: SAMPLE WORKERS' COMPENSATION - WAIVER OF SUBROGATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06 POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

DOMESTIC CONSTRUCTION CORPORATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES;
AND ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE OBLIGATED BY VIRTUE
OF A WRITTEN CONTRACT TO PROVIDE A WORKERS' COMPENSATION WAIVER OF SUBROGATION.

Job Description

PROVIDE THE PROJECT NUMBER, PROJECT LOCATION & NAME

ATTACHED TO AND FORMING A PART OF POLICY NO: _____
NAMED INSURED: _____
EFFECTIVE DATE OF ENDORSEMENT: _____
ENDORSEMENT NO: _____ PAGE 1 OF 1 DATE OF ISSUE: _____

-1988 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual – 1999.

06/14/2011