



## **FACILITY BUILDERS & ERECTORS, INC.**

3940 E. Miraloma Ave. • Anaheim, California 92806

Phone (714) 577-8060 • Fax (714) 577-8064

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### **SECTION 12.**

#### **INSURANCE REQUIREMENTS AND SPECIFICATIONS –FACILITY BUILDERS & ERECTORS, INC.**

Standard Insurance Requirements for all Projects

It is further agreed that the Subcontractor will carry all necessary Worker's Compensation, General Liability, and Auto Insurance for the necessary Protection of all parties concerned. Subcontractor shall indemnify and hold harmless the Contractor and Owner from all claims of liability resulting from subcontractor's operations as outlined below:

SUBCONTRACTOR SHALL MAINTAIN IN FULL FORCE AND EFFECT AT ALL TIMES THE FOLLOWING INSURANCE COVERAGE'S:

12.1 Commercial General Liability with limits of liability not less than:

Each Occurrence Limit	\$1,000,000.00
Personal & advertising Injury Limit	\$1,000,000.00
Products/Completed Operations Aggregate Limit	\$1,000,000.00
General Aggregate Limit	\$1,000,000.00

Commercial General Liability OR Commercial General Liability policy forms must include:

1. Premises/Operations coverage with no X, C or U exclusions,
2. Products/Completed Operations coverage. Subcontractor agrees to maintain this coverage. Subcontractor agrees to maintain this coverage for a minimum of five years following completion of his work and to continue to provide appropriate certificates of insurance and endorsements naming Contractor and any other required interests as Additional Insured(s) for the entire five year period;
3. Blanket Contractual liability coverage insuring the obligations assumed by Subcontractor in this Agreement; under an occurrence policy with a term expiring no less than 5 years after the Certificate of Substantial Completion is issues for the project,
4. Broad Form Property Damage including completed operations or its equivalent;
5. Coverage on an "Occurrence form. "Claim Made" forms are not acceptable;
6. An endorsement naming Owner, Contractor and any other interested parties as additional insured including completed operations.
7. An endorsement stating: "Such insurance as is afforded by this policy for the benefit of the Contractor, the Owner and any other interested parties shall be primary insurance, and any other insurance maintained by Contractor. Owner and other interested parties shall be non-contributory. "However, this endorsement shall apply only to losses, claims, or liabilities arising out of the Subcontractor's operations or the operations of any one for whose actions the Subcontractor may be responsible;
8. An endorsement stating that any aggregate limits apply on a per project basis.

12.2 Commercial Auto Coverage with limits of liability not less than \$1,000,000 each accident combined Bodily Injury and Property Damage Liability Insurance including but not limited to owned autos hired or non-owned autos.

12.3 Workers Compensation Insurance, including Employer's Liability Insurance with limits not less than \$1,000,000, for all of its employees in strict compliance with applicable State Workers Compensation Laws.

### **CONSTRUCTION SERVICES**

CAL #670072 • AZ #129581 • NV #45334 • UT #98-36067-5501 • WA #FACILBEO11JH • CO #1019453

- 12.4 For Architects, Engineer and Design / Build Firms providing Professional Services – Errors and Omissions / Professional Liability Coverage with limits in accordance with applicable law or not less than \$2,000,000, whichever is greater, unless otherwise indicated in the scope of work, and including but not limited to coverage for design problems, economic loss, and consequential damages arising out of such design problems.
- 12.5 Subcontractor shall furnish certificates and endorsements to contractor, on a form acceptable to Contractor and underwritten by insurance companies with an A- VIII or greater rating according to the most current AM Best Rating Guide, and satisfactory to Contractor, prior to commencement of any work and prior to execution of this agreement, as evidence of the above insurance coverage. Each such certificate shall provide for a 30-day UNQUALIFIED notice to Contractor before cancellation, non renewal, or material reduction coverage.
- 12.6 If the Subcontractor fails to secure and maintain the required insurance or to furnish satisfactory certificates and endorsements, Contractor shall have the right, but shall not be obligated, to secure same in the name and for all the account of the subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- 12.7 Satisfaction of Subcontractor's obligation pursuant to this paragraph shall not constitute a waiver of, nor limitation upon Subcontractor's indemnification of Contractor, Subcontractor shall also maintain in full force and effect at all times, "All Risk Insurance" for theft or physical damage to all tools, equipment, and property obtained by or for Subcontractor to become a part of the work while stored at jobsite, at temporary locations or while in transit to the project or such temporary locations.
- 12.2 Commercial Auto Coverage with limits of liability not less than \$1,000,000 each accident combined Bodily Injury and Property Damage Liability Insurance including but not limited to owned autos hired or non-owned autos.
- 12.3 Workers Compensation Insurance, including Employer's Liability Insurance with limits not less than \$1,000,000, for all of its employees in strict compliance with applicable State Workers Compensation Laws.
- 12.4 For Architects, Engineer and Design / Build Firms providing Professional Services – Errors and Omissions / Professional Liability Coverage with limits in accordance with applicable law or not less than \$2,000,000, whichever is greater, unless otherwise indicated in the scope of work, and including but not limited to coverage for design problems, economic loss, and consequential damages arising out of such design problems.
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- 12.8 General liability Policies shall name FACILITY BUILDERS & ERECTORS, INC. (and Owner(s) when applicable) as an Additional Insured and FACILITY BUILDERS & ERECTORS, INC shall be furnished with the appropriate endorsements from Subcontractor's insurance carriers. Such insurance shall be primary and any other insurance maintained by FACILITY BUILDERS & ERECTORS, INC is excess and not contributing insurance with the insurance required hereunder.
- 12.9 Thirty (30) days notice to Contractor is required on Certificates for any material change or cancellation of said policies. Acceptance of insurance Certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed in this subcontract agreement.
- 12.10 Subcontractor shall assume liability, save and hold harmless Contractor and its officers, agents and employees from and against any liability and loss, cost, damages, expenses, including attorney's fees, on account of claims for personal injury, including death sustained by any person or persons whomever, including employees of Subcontractors, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of work under this subcontract, accepting only such matters caused solely and exclusively by the fault or negligence of the Contractor and / or Owner(s).
- 12.11 Underground Fuel Tank Subcontractor shall assume liability, if the exposure poses an environmental risk, known or suspected, Pollution Liability with minimum limits of \$5,000,000.00 per occurrence.

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