



## **Exhibit F - Insurance Requirements**

Subcontractor shall, at its sole expense, maintain in effect at all times, as required under the Contract Documents, insurance coverage with limits not less than those required by the Contract Documents so as to protect the Project's owner, Contractor, and their respective employees, agents and invitees, from claims of any kind which may arise out of or result from Subcontractor's performance of the Work, whether performed individually or collectively by Subcontractor, any subcontractor or supplier of any tier, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The stated limits of insurance required by this Exhibit are minimums only, and it shall be the Subcontractor's exclusive responsibility to determine what additional limits are adequate, and the length of time the coverage shall be maintained, to fully meet its obligations under this Subcontract. The minimum limits may be basic policy limits or any combination of primary limits and umbrella limits. Subcontractor shall pay all deductibles and self-insured retention amounts associated with the required insurance. The amount of deductible and self-insured retention for the insurance coverage required by the Contract Documents shall not exceed \$5,000 per occurrence. No form or endorsement shall be deemed equivalent to a form or endorsement specified herein unless Contractor determines that such form or endorsement is equivalent and acceptable. Subcontractor shall provide proof of coverage, including, but not limited to, a current Certificate of Insurance, upon request by Contractor. Subcontractor shall provide Contractor with written notice within three (3) business days of first knowing or having reason to know that any insurance required by the Contract Documents will expire, be cancelled, or be modified.

### **1. Purpose and Risk Allocation**

These insurance requirements are intended to transfer risk appropriately, protect the Owner and Contractor from third-party claims, and ensure Subcontractor financial responsibility for losses arising out of the Work. Compliance is a material condition precedent to the commencement and continuation of the Work.

### **2. General Requirements**

- (a) Subcontractor shall procure and maintain, at its sole cost, all insurance coverage required herein, without interruption, from Notice to Proceed through Final Completion and for the applicable statute of repose or limitations (whichever is longer), but not less than **ten (10) years** for completed operations and professional liability.
- (b) Required limits are **minimums only**. Subcontractor remains fully responsible for losses exceeding policy limits, deductibles, or self-insured retentions (SIRs).
- (c) Deductibles and SIRs shall not exceed **\$5,000 per occurrence** without Contractor's prior written approval. Any approved deductible/SIR shall be the sole responsibility of Subcontractor and shall not erode required limits.
- (d) All policies shall be **primary and noncontributory** to Contractor's and Owner's insurance.
- (e) No policy shall contain exclusions or endorsements that materially restrict coverage for construction operations, residential or mixed-use work, completed operations, multi-unit projects, or subcontracted work.

### **3. Insurer Qualifications**

All insurers shall:

- Be licensed or admitted in the Project state;
- Maintain **A.M. Best A- / VII** or better;
- Be acceptable to Contractor in its sole discretion.

### **4. Evidence of Insurance and Compliance**

- (a) **Pre-Work Condition:** Certificates of Insurance and all required endorsements must be received and approved **before** mobilization or delivery of materials.
- (b) **Endorsements Required:** Certificates alone are insufficient. Subcontractor shall provide copies of all required endorsements.
- (c) **Ongoing Monitoring:** Contractor may audit policies at any time. Failure to maintain coverage is a material breach.
- (d) **Notice:** Subcontractor shall provide written notice within **three (3) business days** of knowledge of cancellation, non-renewal, reduction, or material change.
- (e) **Remedies:** Contractor may withhold payment, suspend Work, procure replacement insurance, and back-charge Subcontractor for all costs, without waiving other rights.

### **5. Required Coverages and Minimum Limits**

#### **5.1 Workers' Compensation and Employers' Liability**

- Statutory Workers' Compensation (Project state)
- Employers Liability: **\$1,000,000** each accident/disease/policy limit

- Waiver of Subrogation in favor of Contractor and Owner
- Stop-Gap coverage where required

#### **5.2 Commercial General Liability (Occurrence Form)**

- ISO **CG 00 01** (or equivalent) without restrictive endorsements
- Limits:
  - **\$1,000,000** per occurrence
  - **\$2,000,000** general aggregate (per project)
  - **\$2,000,000** products/completed operations
- Coverage to include:
  - Broad form contractual liability
  - Independent contractors
  - Products and completed operations
  - No residential, EIFS, or construction defect exclusions
- Aggregate shall apply **per project**

#### **5.3 Automobile Liability**

- Owned, non-owned, and hired autos
- **\$1,000,000** combined single limit
- Additional Insured, Primary & Non-Contributory, Waiver of Subrogation

#### **5.4 Umbrella / Excess Liability**

- **\$2,000,000** per occurrence and aggregate
- Follow form over CGL, Auto, and Employers Liability
- Drop-down coverage required
- Aggregate to apply **per project**

#### **5.5 Professional Liability (When Applicable)**

- **\$1,000,000** per claim
- Claims-made policy with retroactive date no later than the start of services
- Maintained for **10 years** after completion
- Contractual liability carve-back included

#### **5.6 Pollution Liability (When Applicable)**

- **\$1,000,000** per occurrence/aggregate
- Coverage for on-site and off-site operations, including transportation

#### **5.7 Equipment and Property**

- Replacement cost coverage for leased, rented, or borrowed equipment
- Contractor named as Loss Payee and Additional Insured

#### **6. Additional Insured Requirements**

(a) Contractor, Owner, and all required upstream parties shall be named as **Additional Insureds** for ongoing and completed operations on:

- ISO **CG 20 10 10 01** and **CG 20 37 10 01** (or equivalents)

(b) Additional Insured coverage shall be primary, noncontributory, and include completed operations.

#### **7. Waiver of Subrogation**

All policies shall include a Waiver of Subrogation in favor of the Contractor and the Owner.

#### **8. No Limitation of Liability**

Insurance requirements do not limit the Subcontractor's indemnity obligations or liability under the Subcontract.

#### **9. Survival**

These insurance obligations survive termination, cancellation, or completion of the Subcontract.