

# PAPERWORK AND INSURANCE REQUIREMENTS

#### **PAPERWORK**

Must provide copies of the following documents:

- Certificate of Insurance
- Workers' Compensation W-9 Form
- Signed copy of the vendor packet.

#### **INSURANCE**

Subcontractor shall obtain all required insurance from an insurance company acceptable to Contractor. The Subcontractor shall furnish satisfactory evidence it has purchased and maintains the types and amounts of insurance below.

All Certificates of Insurance provided to the Contractor must be original certificates from the insurance carriers or agents of record.

All Certificates of Insurance must be received within five (5) workdays of execution of this Agreement. Submittal of the Certificates of Insurance to Contractor is a condition precedent to Contractor's obligation to make progress or final payment to the Subcontractor.

All required insurance must conform with the requirements of this Agreement, Colorado law, any federal law, and the Contract Documents for the Project. The Subcontractor agrees to notify Contractor in writing of any changes in the status of any of its insurance coverages thirty (30) days before any such changes becoming effective.

Unless otherwise provided by the Contract Documents, required insurance types and amounts are:

#### Commercial General Liability ("CGL")

Bodily Injury & Property Damage Limit \$1,000,000 / each occurrence Personal Injury & Advertising Injury Limit \$1,000,000 / each person Products/Completed Operations Limit \$2,000,000 / aggregate. \$2,000,000 / per project

CGL coverage shall be written on ISO Form CG 00 01 10 93 or other form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. The policy shall contain no exclusion for subsidence, for work performed by subcontractors or vendors, or for any residential work (if the project is that type).

# **DYNAMIC FACILITY SERVICES** www.dynamicfacilityservices.com



Contractor, the Owner, and any other parties required by the Prime Contract shall be included as additional insureds on the CGL insurance policy regarding Subcontractor's ongoing operations (ISO 20 10 07 04 endorsement or equivalent) and completed operations (ISO 20 37 07 04 endorsement or equivalent). The coverage for the additional insureds shall be as broad as the coverage provided for the Subcontractor.

It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Subcontractor shall maintain CGL coverage for itself and all additional insureds during the Project and, if commercially practicable, for 8 years after substantial completion of the Project.

### Automobile Insurance

Coverage shall be for any Owned, Hired and Non-Owned Autos. Such insurance shall provide coverage not less than the standard ISO Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than:

Combined single limit per occurrence

\$1,000,000

If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Subcontractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

Contractor and Owner shall be included as Additional Insureds for this coverage.

## **Workers' Compensation Insurance**

Coverage Statutory

Coverage B - Bodily injury by accident \$500,000 Coverage B - Bodily injury by disease \$500,000 Coverage B - Disease policy limit \$500,000

The Subcontractor agrees that all owners of the Subcontractor will carry Workers' Compensation Insurance on themselves and waive any rights to exempt themselves under any law, statute or rule governing Workers' Compensation Insurance.

#### <u>Umbrella Insurance</u>

The limits of liability for all Subcontractors, other than those specified immediately below, shall not be less than the following: \$2,000,000 Each Occurrence/\$2,000,000 Aggregate





# **Waiver of Subrogation**

Subcontractor waives all rights against Contractor, the Owner and Architect and their agents, officers, directors, and employees to recover damages to the extent these damages are covered by CGL, commercial umbrella liability, Auto Liability, Workers Compensation/ Employers Liability, Inland Marine/Equipment insurance maintained under subparagraph C above.

# **Notice of Cancellation**

Each insurance policy shall be endorsed to provide 30 days advance notice of cancellation or non-renewal or of coverage by the insurer, except in the case of cancellation or termination due to non-payment of premium, in which case only 10 days advance notice shall be required. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.