
1. GENERAL

- 1.1. Definitions. The term "Subcontractor" herein shall mean any subcontractor, supplier, service provider, or other vendor under the contract, (herein the "Agreement"), to which this document is attached and made a part. The term "Owner" refers to the owner of the Project under the construction contract between Contractor and that owner for the Project (the "Prime Contract").
- 1.2. Purchase and Maintain. Prior to the commencement of its work, Subcontractor shall purchase and maintain, from an insurance company(s) lawfully authorized to issue insurance in the jurisdiction where the Project is located and having A.M. Best rating of A-VII or greater, such insurance as will protect it from the claims which may arise out of or result from Subcontractor's operations and/or its work under the Agreement and any modifications thereto whether such operations are performed by Subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, to the lowest tier. If Subcontractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this Agreement or secure such policies or policies of insurance for the account of Subcontractor and charge Subcontractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Subcontractor. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Subcontractor or others to determine or warrant that such policies are in effect.
- 1.3. Duration of Coverage. Except as otherwise provided herein, Subcontractor shall maintain the required insurance required under this Attachment, including all endorsements, until the expiration of the period for correction of work under the Prime Contract; the period of time represented by the applicable statute of repose and statute of limitations, taken together; or ten (10) years, whichever is longer.
- 1.4. Certificates of Insurance. Subcontractor shall provide, using the "myCOI" online platform as further described below in Section 6 of this Attachment, certificates of insurance acceptable to Contractor evidencing compliance with the requirements herein at the following times: (i) prior to commencement of work; (ii) upon renewal or replacement of each required policy of insurance; and (iii) upon the Contractor or Owner's written request. Additional certificates evidencing continuation of coverage, including coverage for completed operations, shall be submitted for one (1) year after the Project's substantial completion date. The policy forms or endorsements evidencing additional insured status, primary/non-contributory coverage and waiver of subrogation or transfer of rights of recovery must be attached to the certificate of insurance. Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Subcontractor's obligations hereunder.
- 1.5. Minimum Coverage and Limits. Coverage and limits shall be the broader and/or greater of (i) all the insurance coverage and/or limits carried by or available to the Subcontractor; (ii) the minimum coverages and limits as required herein; or (iii) as required in the Prime Contract. If Subcontractor maintains coverage and/or limits broader and/or greater than the minimums required herein or that of the Prime Contract, such coverage and limits carried become what is required under this Agreement.
- 1.6. Limits are Not a Limitation of Liability. Subcontractor acknowledges and understands that the purchase and maintenance of the insurance required under this Attachment shall not release Subcontractor from its obligations or liabilities in connection with the Agreement. Subcontractor is responsible for any losses, claims, and costs of any kind, which exceed the limits of liability, or which may be outside the coverage scope of the policy required hereunder. Contractor does not warrant or represent that such coverages and limits required herein are appropriate or adequate to protect Subcontractor. Neither Contractor's specification nor approval of the insurance in this

attachment shall be construed to relieve Subcontractor from liability in excess of such limits and/or coverages. Subcontractor may, at its expense, purchase larger coverage amounts.

- 1.7. Premiums, Deductibles, and Self-Insured Retentions. Subcontractor shall pay all premiums for the insurance it is required to carry under this Attachment, including any charges for required waivers of subrogation or endorsements. Subcontractor shall disclose to the Contractor any deductible or self-insured retention applicable to any insurance required to be provided by Subcontractor. Deductible and/or self-insured retention amounts are subject to Contractor or Owner's approval. Subcontractor shall be fully and financially responsible for all deductibles, self-insured retentions, or the insolvency of any insurer and all costs and expenses of securing any collection of insurance proceeds arising out of or related to Subcontractor's operations, work, or liability.
- 1.8. Cancellations. Should any of the described policies be cancelled before the expiration date thereof, Subcontractor shall provide notice to Contractor within two (2) business days of receiving notice of cancellation from the insurer. Subcontractor shall not cancel or reduce the scope of any coverage without giving thirty (30) days advanced written notice to Contractor.
- 1.9. Copies of Policies. Contractor reserves the right to request and receive a certified and true copy of any and all insurance policies, together with the declaration page, form schedules, and all applicable endorsements, for all insurance coverages Subcontractor is required to provide.
- 1.10. Sub-Subcontractors.
 - 1.10.1. The requirements under this Attachment shall apply to Subcontractor's subcontractors, to the lowest tier and in all respects. Subcontractor shall require by written agreement that all tiers of its subcontractors comply with this Attachment and carry all insurance required hereunder in like form and amounts, including any and all additional insured and other requirements. It is Subcontractor's sole responsibility to require all tiers of its sub-subcontractors to provide insurance that meets the same requirements as Subcontractor in this attachment and monitor compliance.
 - 1.10.2. Upon request from Contractor, Subcontractor shall obtain and submit to Contractor, in a timely manner to allow for sufficient review and follow up if and as necessary, certificates of insurance that demonstrate the proper insurance coverages and amounts (in conformance with this Attachment) from each and every subcontractor of Subcontractor, to the lowest tier, before any work whatsoever by any of Subcontractor's subcontractors may commence on the jobsite.
- 1.11. Insurance as Condition Precedent to Site Access and Payment. Evidence of the insurance coverages required under this Attachment is a condition precedent to Subcontractor's right, and that of its subcontractors and other vendors, to access the Project site, start work, and to receive payment.

2. ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

- 2.1. To the fullest extent of coverage allowed under applicable law, Contractor, Owner, and all other parties required under the Prime Contract to be named by Contractor as an additional insured (the "Additional Insureds") shall be named by Subcontractor as additional insured, on a primary and non-contributory basis, for all required lines of coverage (except Statutory Workers' Compensation, Employers Liability, and Professional Liability) arising out of Subcontractor's ongoing operations and its work as included in Products-Completed Operation performed by or for the Subcontractor on behalf of the Contractor.

With respect to the endorsements, blanket form endorsements are required to be provided by this Subcontractor. Subcontractor's sub-tier subcontractors are required to provide scheduled endorsements.

- 2.2. Contractor shall accept General Liability Additional Insured forms CG 20 10 11/85, CG 20 10 10/01 and CG 20 37 10/01, or their equivalent. Contractor has the right, in its sole and subjective discretion, to reject any additional insured, primary and non-contributory, and waiver of subrogation forms or endorsements that are deemed not equivalent to what is required herein.

- 2.3. Subcontractor's insurance shall be primary as respects to the Additional Insureds, and any other insurance maintained by the Additional Insureds shall be excess and not contributing insurance with Subcontractor's insurance until such time as all limits under the Subcontractor's insurance policies have been exhausted.
- 2.4. Subcontractor hereby waives all rights of recovery against all parties required under this Attachment to be named as an Additional Insured. Subcontractor shall require all insurance policies required under this Attachment to include clauses providing that each insurer waives all rights of recovery by subrogation or otherwise against all persons or entities even if such individual or entity (i) would otherwise have a duty of indemnification, contractual, or otherwise; (ii) did not pay the insurance premium directly or indirectly; and (iii) whether or not such individual or entity has an insurable interest in any property damaged.
- 2.5. The additional insured and primary/non-contributory statuses required hereunder shall be for all limits available, not limited to the minimum acceptable as required herein. The Additional Insured, primary/non-contributory, and waiver of subrogation coverage forms or endorsements shall not contain any comparative fault, vicarious liability, or sole negligence limitations of the Contractor, Owner, or any other party.
- 2.6. If any policy provided under this Attachment states that the coverage provided to an Additional Insured shall be no broader than that required by contract, or words of similar meaning, the parties agree that nothing in the Agreement is intended to restrict or limit the breadth of such coverage or limits available.
- 2.7. The Additional Insured coverage required under this Agreement shall not be subject to any Defense Costs Endorsements, such as Form IL 01 23 11 13, allowing for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.

3. LIABILITY INSURANCE

3.1. Commercial General Liability

- 3.1.1. Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CG 00 01 04/13, written on an occurrence basis with policy limits of not less than:
- \$1,000,000 Each Occurrence
 - \$1,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate with Per Project General Aggregate Endorsement
 - \$2,000,000 Products/Completed Operations Aggregate
- 3.1.2. The Commercial General Liability policy shall **NOT** contain an exclusion or restriction of coverage for any of the following:
- 3.1.2.1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;
 - 3.1.2.2. Removal or limitation to the "Damage to Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor;
 - 3.1.2.3. Damage to work performed by Subcontractors (CG 22 94 or similar);
 - 3.1.2.4. Limitation by endorsement or otherwise of Contractual Liability coverage, including the definition of Insured Contract and the contractual liability exception to the employers liability exclusion;
 - 3.1.2.5. "Third-party action over suits" or any similar restriction of coverage applicable to claims brought against others by an employee or Subcontractor or its subcontractors to the lowest tier.
 - 3.1.2.6. Claims for bodily injury other than to employees of the insured;

- 3.1.2.7. Claims for indemnity arising out of injury to employees of the insured;
- 3.1.2.8. Exclusion or limitation for prior occurrence causing continuous or progressively deteriorating injury or damage;
- 3.1.2.9. Claims related to residential, multi-family, or other habitational projects, if the work is to be performed on such a project;
- 3.1.2.10. Claims related to roofing, if the work involves roofing;
- 3.1.2.11. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Project includes any new or existing EIFS systems;
- 3.1.2.12. Claims related to earth subsidence or movement;
- 3.1.2.13. Claims related to explosion, collapse, and underground hazards;
- 3.1.2.14. Claims arising out of the rendering of or failure to render any professional services by you or on your behalf, that are part of ordinary means, methods, techniques, sequences and procedures employed by you in connection with your operations as a construction contractor;
- 3.1.2.15. Claims related to bodily injury or property damage arising out of completed operations; and
- 3.1.2.16. Claims in connection with construction or demolition work on or within 50 feet of a railroad (including any light rail, fixed rail, or other rail system), if applicable to the work.

3.2. Business Auto Coverage

- 3.2.1. Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01, written on an occurrence basis to apply to "any auto" or at a minimum "all owned, hired and non-owned autos", with policy limits of not less than:

\$1,000,000 per accident, for bodily injury, death of any person and property damage (combined single limit)
- 3.2.2. The Business Auto policy shall **NOT** contain an exclusion or restriction of coverage for any of the following:
 - 3.2.2.1. Claims related to any statutorily required automobile coverage;
 - 3.2.2.2. Claims related to discharges of pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto, if applicable to the work; and
 - 3.2.2.3. Claims in connection with construction or demolition work on or within 50 feet of a railroad (including any light rail, fixed rail, or other rail system), if applicable to the work.

3.3. Workers' Compensation and Employers Liability

- 3.3.1. All subcontractors of every tier shall provide coverage for industrial injury to their employees (or leased / borrowed employees as applicable) in strict accordance with the provisions of the State or States in which project work is performed or where jurisdiction is deemed to be applicable. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime – Jones Act, etc.) basis as required in the applicable jurisdiction. Minimum limits of liability, not less than:

Workers' Compensation: Statutory

Employers Liability:

\$1,000,000 Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Total Limit
 \$1,000,000 Bodily Injury by Disease – Each Employee

- 3.3.2. If Subcontractor leases one or more employees through use of a payroll, employee management or other company, and workers' compensation / employer's liability coverage is not provided by the payroll, employee, management or other company, then the Subcontractor must directly procure workers' compensation / employer's liability insurance as required in the applicable jurisdiction.

3.3.2.1. The workers' compensation and employer's liability coverage provided to and for the leased employees by the payroll, employee management or other company shall be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Subcontractor as the alternate employer. The employer's liability policy must be scheduled under an applicable umbrella liability policy as required by this Attachment.

- 3.3.3. A subcontractor employer, qualified as a self-insurer, will be so certified by a letter signed by a corporate officer setting forth the specific and aggregate limits of any policy of excess insurance covering their employees and the amount of any self-insured retention.

- 3.3.4. All subcontractors are required to furnish Workers' Compensation Insurance, notwithstanding any statutory exemptions. This includes but is not limited to sole proprietors, partners, executive officers, and limited liability companies. For states that do not require Workers' Compensation coverage, owner/operators shall elect into coverage under the Workers' Compensation laws of the governing state.

3.4. Commercial Umbrella or Excess Liability Insurance

- 3.4.1. Coverage shall be no less broad than that provided by the required Commercial General Liability, Business Auto and Employers Liability shown above, written on an occurrence basis, with policy limits not less than the limits indicated below.

	Tier 1	Tier 2	Tier 3
Each Occurrence	\$ 2,000,000	\$ 5,000,000	\$ 10,000,000
General Aggregate	\$ 2,000,000	\$ 5,000,000	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 2,000,000	\$ 5,000,000	\$ 10,000,000

Scope of Work	Tier 1	Tier 2	Tier 3
Division 01: General Requirements			
Crane Services			x
Hoist Erection			x
Scaffolding or Stair Towers			x
All Other Division 01 Scopes	x		
Division 02: Existing Conditions			
Site Surveys and Laser Scanning	x		
Demolition			x
Abatement			x
All Other Division 02 Scopes			x
Division 03: Concrete			
Concrete - Complete Scope			x
Reinforcing Steel or Cables Placement			x
Concrete Pumping		x	
Gypcrete		x	
All Other Division 03 Scopes			x
Division 04: Masonry			
Dry Stacked Masonry		x	
All Other Division 04 Scopes			x

Scope of Work	Tier 1	Tier 2	Tier 3
Division 05: Metals			
Erection - Structural Steel, Precast, Metal Decking, Stairs			x
All Other Division 05 Scopes		x	
Division 06: Wood and Plastics			
Structural Wood Framing			x
All Other Division 06 Scopes		x	
Division 07: Air and Moisture Protection			
Waterproofing			x
EIFS			x
Metal Panels, Siding and Sheet Metal			x
Roofing			x
Fireproofing			x
Joint Sealants			x
All Other Division 07 Scopes		x	
Division 08: Openings			
Curtain Wall, Window Wall, Storefronts			x
Windows			x
Skylights			x
All Other Division 08 Scopes		x	
Division 09: Finishes			
High Performance Coatings (including epoxy or resins)			x
All Other Division 09 Scopes		x	
Division 10: Specialties			
Electrified Signage		x	
All Other Division 10 Scopes	x		
Division 11: Equipment			
Food Service Equipment		x	
Lab Equipment		x	
Healthcare Equipment		x	
Façade Access Equipment			x
Fall Protection Equipment			x
Athletic Equipment		x	
Recreation and Play Equipment		x	
All Other Division 11 Scopes	x		
Division 12: Furnishings			
Commissioned Artwork (Murals and Paintings)	x		
Manufactured Casework		x	
Manufactured Countertops		x	
All Other Division 12 Scopes	x		
Division 13: Special Construction			
All Scopes			x
Division 14: Vertical Transportation			
All Scopes			x
Divisions 21 - 25: Mechanical			
Division 21 Fire Suppression			x
Division 22 Plumbing			x
Division 23 Heating, Ventilation and Air Conditioning			x
Division 25 Integrated Automation			x
Divisions 26 - 28: Electrical			
Division 26 Electrical			x
Division 27 Communications			x
Division 28 Electrical Safety and Security			x
Division 31: Earthwork			
All Scopes			x

Scope of Work	Tier 1	Tier 2	Tier 3
Division 32: Exterior Improvements			
Asphalt Paving			x
Concrete Paving / Curb and Gutter			x
Unit Pavers		x	
Landscape and Irrigation		x	
All Other Division 32 Scopes	x		
Division 33: Site Utilities			
All Scopes			x

3.4.2. If Subcontractor's scope of work includes providing, erecting, using, or operating cranes of any type or rigging loads on a crane, Subcontractor shall provide Tier 3 limits above.

3.4.3. In the event where the General Liability, Automobile Liability, and/or Employers Liability Limits cannot be met, Umbrella/Excess Liability may be used to meet the required limits. Coverage must be on a follow form basis over all coverages and limits required herein on underlying policies and be written on a primary and non-contributory contributory basis over any other insurance maintained by the Additional Insureds.

3.5. Riggers Liability

3.5.1. Should Subcontractor's work involve the moving, lifting, lowering, rigging, or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.

3.6. Pollution Liability

3.6.1. Should Subcontractor's work involve a scope of work listed in Section 3.6.6 below, Subcontractor shall provide evidence of Pollution Liability; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if Subcontractor's scope of work (or Subcontractor's consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the Subcontractor's operations including coverage for sudden as well as gradual release arising from Subcontractor's operations including operations of any of its subcontractors or consultants.

3.6.2. Such insurance shall include contractual liability coverage applicable to the indemnity provisions of this Agreement.

3.6.3. The policy shall not contain any exclusions for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

3.6.4. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of Subcontractor engagement and shall continue on a practice basis for the period of time subcontractor may be held legally liable for its work, whichever is longer.

3.6.5. The retroactive date of any such coverage shall be prior to the commencement of Subcontractor's work.

3.6.6. Policy limits shall not be less than the limits indicated below.

	Tier 1	Tier 2	Tier 3
Per Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 5,000,000
Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 5,000,000

Scope of Work	Tier 1	Tier 2	Tier 3
Division 02: Existing Conditions			
Surveying - Not Required			
All Other Division 02 Scopes			x
Division 03: Concrete			
Placing Reinforcing - Not Required			
Concrete Pumping		x	
Gypcrete		x	
All Other Division 03 Scopes			x
Division 04: Masonry			
Dry Placed Masonry - Not Required			
All Other Division 04 Scopes		x	
Division 05: Metals			
Scopes with Field-Applied Coatings or Shot Blasting		x	
All Other Division 05 Scopes - Not Required			
Division 06: Wood and Plastics			
Not Required			
Division 07: Air and Moisture Protection			
Insulation - Not Required			
EIFS			x
All Other Division 07 Scopes		x	
Division 08: Openings			
All Interior Scopes	x		
All Exterior Scopes		x	
Division 09: Finishes			
Gypsum Board / Drywall			x
High Performance Coatings Including Epoxy or Resins		x	
All Other Division 09 Scopes - Not Required			
Division 10: Specialties			
Not Required			
Division 11: Equipment			
Not Required			
Division 12: Furnishings			
Not Required			
Division 13: Special Construction			
All Scopes		x	
Division 14: Vertical Transportation			
All Scopes		x	
Divisions 21 - 25: Mechanical			
Division 21 Fire Suppression			x
Division 22 Plumbing			x
Division 23 Heating, Ventilation and Air Conditioning			x
Division 25 Integrated Automation	x		

Scope of Work	Tier 1	Tier 2	Tier 3
Divisions 26 - 28: Electrical			
Division 26 Electrical			x
Division 27 Communications - with Line Voltage	x		
Division 27 Communications - without Line Voltage - Not Required			
Division 28 Electrical Safety and Security	x		
Division 31: Earthwork			
All Scopes			x
Division 32: Exterior Improvements			
Asphalt Paving		x	
Concrete Paving / Curb and Gutter		x	
Unit Pavers		x	
Landscape and Irrigation		x	
All Other Division 32 Scopes	x		
Division 33: Site Utilities			
All Scopes			x

3.7. Professional Liability and/or Errors & Omissions

3.7.1. If Subcontractor's work includes professional services (including but not limited to design and engineering), Subcontractor shall provide evidence of Professional Liability Insurance covering claims that arise from the actual or alleged errors, omissions, or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall be in an amount of not less than:

\$5,000,000 each claim / \$5,000,000 aggregate

3.7.2. The policy shall be effective from the date of commencement of all professional services in connection with the fulfillment of all contract obligations hereunder. The retroactive date in the current and future policies shall be prior to the commencement of all professional services.

3.7.3. Coverage shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns. Subcontractor is required to provide notice to the Contractor if their Professional Liability limits are impaired by payments or reserves for claims or expenses in excess of twenty percent (20%) of the policy limit, regardless of whether such payments or reserves are related to work performed for this Project.

3.7.4. In the event the professional services are provided by a sub-tier subcontractor or design consultant, Subcontractor and each sub-tier subcontractor and/or design consultant in the chain of privity, to the lowest tier to and including the actual designer of record, shall each provide such insurance.

3.7.5. Contractor reserves the right, in its sole discretion, to specify higher limits for such insurance depending upon the circumstances; provided, however, Contractor shall be obligated to pay the reasonable increase in premium actually incurred as a result.

3.8. Aircraft and UAS Liability

3.8.1. If Subcontractor (or its subcontractors or suppliers, regardless of tier) use any owned, leased, chartered, or hired aircraft of any type (exclusive of Unmanned Aircraft Systems (i.e., "UAS" or "Drones")) in the performance of the Agreement, Subcontractor shall

maintain aircraft liability (including property damage) in an amount not less than \$15,000,000 per occurrence, including passenger liability.

- 3.8.2. If Subcontractor uses any UAS on, above, or around the Project, for any purpose, it shall carry separate liability insurance covering such operations (additional to any insurance required above for aircraft or helicopters), including bodily injury and property damage, with a per occurrence and aggregate limit of \$3,000,000 and listing the particular UAS on the certificate. Additional Insureds shall be named as an additional insured for such liability coverage. Subcontractor waives all rights of recovery, including subrogation, against Additional Insureds for bodily injury and property damage, as well as physical damage loss to the UAS, resulting from the UAS operations.

4. WRAPS

- 4.1. OCIPs, CCIPs, and Wraps. In the event there is a Controlled Insurance Program ("Wrap") for the Project, whether sponsored by Owner or Contractor, and if Subcontractor is allowed to enroll as a covered party, Subcontractor shall be relieved from compliance with the insurance requirements set forth in this attachment for the policies included in the Wrap, but only to the extent applicable to activities performed at the Project site. Except as provided otherwise under the Wrap, if at all, Subcontractor must comply with the insurance requirements required herein for its operations and activities performed off-site. If Subcontractor's Commercial General Liability policy contains a Controlled Insurance Program or Wrap exclusion, the exclusion must expressly state that it applies only (i) to the extent Subcontractor is enrolled and insured under the Controlled Insurance Program or Wrap and (ii) to the location to which the Controlled Insurance Program or Wrap Insurance applies (i.e., the Project site).

5. PROPERTY INSURANCE

5.1. Builder's Risk Insurance.

- 5.1.1. If Builder's Risk or equivalent insurance for the full insurable value of Subcontractor's work is not provided by others, Subcontractor shall purchase and maintain, at Subcontractor's expense, property insurance for all portions of the Subcontractor's work intended to become part of the Project, including any materials, equipment, goods, and other property stored off the site, in transit, or any of the Owner's or Contractor's materials, equipment, goods, or other property in the care, custody, or control of Subcontractor. Subcontractor and Subcontractor's insurance carrier(s) hereby waive all rights of subrogation against Contractor for damage including loss of use.
- 5.1.2. Contractor neither represents nor assumes responsibility for the adequacy of any Builder's Risk insurance to protect the interests of Subcontractor. It shall be the obligation of the Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in its work, including without limitation, materials, equipment, goods, and other property stored off site and in transit.
- 5.1.3. Subcontractor shall be responsible for any insurance policy deductible or self-insured retention amount applicable to damage caused by Subcontractor to its work or the work of others.
- 5.1.4. To the extent specified in the Prime Contract, Contractor and Subcontractor waive all rights against each other and others, including the other subcontractors and Owner, for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. Without limiting the foregoing waiver, if the policies of insurance referred to in this paragraph require an 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.

- 5.2. Subcontractor's Personal Property. Subcontractor is solely responsible for any loss, damage, or theft to its personal property including, without limitation, its tools, equipment, scaffolding, vehicles, cranes, and temporary structures, whether rented or owned, whatever the cause, including whether caused by Subcontractor, Contractor, and/or any other party. Subcontractor shall provide property insurance to cover any such damage, loss, or theft for the full value of the property. Regardless of whether or not Subcontractor provides such insurance, Subcontractor hereby waives and releases any and all rights of indemnity, contribution, reimbursement, exoneration, subrogation, or other rights of recovery it may ever have against Contractor and/or any other party (except any right of indemnity Subcontractor may have against its insurer(s)) for any such loss, damage, or theft. Subcontractor shall require similar requirements and waivers in favor of Contractor and third parties from its subcontractors to the lowest tier. Any insurance provided by Subcontractor covering its personal property shall include a waiver of subrogation from the insurer(s) in favor of Contractor, Owner, and other third parties required by this Agreement.

6. CERTIFICATES OF INSURANCE SUBMISSION, MYCOI

- 6.1. BNBuilders is utilizing myCOI, an online certificate of insurance tracking website to review and manage subcontractor insurance certificates. There is no cost to subcontractors to use myCOI.

6.2. Enrollment and Registration.

- 6.2.1. Enrollment in myCOI is a simple one-time process. If Subcontractor has not used myCOI, an automated email will be sent directly from certificatecompliance@imacorp.com with enrollment instructions.

- 6.2.2. During the initial registration, the following contact information will be collected from Subcontractor regarding Subcontractor's insurance agent(s):

6.2.2.1. Agency Name

6.2.2.2. Agent Name

6.2.2.3. Address

6.2.2.4. Phone Number

6.2.2.5. Email Address

6.2.2.6. Policy Lines Written by Each Agent

6.3. Submitting the Certificate of Insurance.

- 6.3.1. Once Subcontractor is enrolled, a notification will be sent to each insurance agent requesting certificates for each new project. The notification will include a link to upload certificates for each project.

- 6.3.2. A complete certificate of insurance must include all endorsements (additional insured, primary and non-contributory, and waiver of subrogation) in one .pdf file.

- 6.3.3. The Certificate Holder address is:

BNBuilders, Inc.
c/o IMA Certificate Compliance
1705 17th Street, Suite 100
Denver, CO 80202

- 6.3.4. Notifications of any issues with the certificates will be sent from certificatecompliance@imacorp.com, to the appropriate agent.

- 6.3.5. If Subcontractor has multiple subcontracts with Contractor, separate certificates must be uploaded for each respective project. All Subcontractor Operations certificates of insurance with blanket endorsements will be considered. Please contact the email address below for more information.

6.4. Questions

6.4.1. If you have any questions, please contact Contractor at riskcoordinator@bnbuilders.com.

SAMPLE