



PALMISANO
CONTRACTORS

April 14, 2015

Palmisano Contractors Insurance Program for Proposing Design Build MEP Subcontractors for 1581 Magazine Mixed Use Facility

- 1) Commercial General Liability (CGL)
 - a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 33 10 01 AND CG 20 37 10 01 or CG 20 10 10 93 AND CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

- 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$1,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

- 4) Workers Compensation and Employers Liability
 - a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.



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b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

5) Professional Liability

Professional Errors and Omissions for claims arising from negligent performance of design services by subcontractor or its consultants in the minimum amount of \$1,000,000 and shall be written on a claim made basis. Any professional liability insurance shall specifically delete any or similar exclusions that could compromise coverages because of the delivery of the project.

6) Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

7) Notification of Cancellation, Non-Renewal or Material Change in Coverage

Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least 30 days in advance in the event of cancellation, non-renewal or material change in coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.

8) Certificates of Insurance

Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy.

In addition, such policies of insurance shall cover and include all contractually assumed liability of Subcontractor hereunder. When returning this Subcontract, Subcontractor shall attach its Certificates of Insurance and, if requested, copies of policies evidencing all such insurance. No payment shall be due to Subcontractor until it has fully complied with this provision.