



**ATTACHMENT F**  
**INSURANCE REQUIREMENTS AND CERTIFICATE INSTRUCTIONS**  
(Attached as part of the Subcontract Agreement)

**CHECKLIST OF "ITEMS REQUIRED"**

**PROJECT NAME: ABC Apartments**

**PROJECT DESCRIPTION: ABC Apartments 50 Apartments Slab on Grade 123 First St. Any Town, CA**

**CERTIFICATE OF INSURANCE**

- Must be submitted as per the attached specimen without material exception

**GENERAL LIABILITY INSURANCE**

- Occurrence Based Policy Commercial General Liability Insurance (Insurance Services Office, form CG 00 01)
- Additional Insured Endorsement (check which endorsement is being provided):
  - CGL 20 10 11 85 or Equivalent
  - CGL 20 10 10 01 or CG 20 38 04 013 or Equivalent for Ongoing Operations
  - CGL 20 37 10 01 or Equivalent for Completed Operations
- Waiver of Subrogation
- Primary/Non-Contributory Insurance Endorsement
- Per Project General Aggregate
- Copy of Schedule of Forms and/or Endorsements.  
If any of the following forms or endorsements are included in the subcontractors general liability policy, copies must be attached; we reserve the right to request and review additional endorsements or exclusions:
  - Prior Work
  - Definition of Residential Construction
  - Subsidence
  - Action Over
  - If any work is subcontracted to a sub tier, copy of Subcontractors Special Conditions and/or Subcontractor Warranty Endorsement

**COMMERCIAL AUTO LIABILITY** (providing copy of commercial auto policy language that shows coverage below is per written contract is acceptable):

- Additional Insured Status
- Waiver of Subrogation
- Primary/Non-Contributory

**WORKERS' COMPENSATION**

- Waiver of Subrogation

**NOTICE OF CANCELLATION**

- Provided by Insurance Carrier. See Attached Endorsement
- By Subcontractors Designee, check which applies:
  - Subcontractors Insurance Broker
  - Other: (Please specify)

Project Name: ABC Apartments

Subcontractors Initials

As respects the Project for which the Subcontract Agreement applies, the following are as the Certificate Holders and Additional Insureds provisions shall read:

**Company Name:** **J. Dreyfuss and Associates, Inc. dba. Dreyfuss Construction** its officers, directors, employees and agents

**Attention:**  
**Address:** **8616 La Tijera Blvd., Suite 212**  
**City/State/Zip:** **Los Angeles, CA 90045**

**Company Name:** its officers, directors, employees and agents  
**Attention:**  
**Address:**  
**City/State/Zip:**

**Company Name:** its officers, directors, employees and agents  
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**Attention:**  
**Address:**  
**City/State/Zip:**

Upon notification, Subcontractor shall add lenders, investors and other parties of interest as additional insureds to the liability policies, and/or dual obligees to any bond required under the contract.

The following is the official Owner's Name and Project Name:

**Owner Name:** **ABC Apartments, LLC**

**Project Name:** **ABC Apartments 123 First St. Any Town, CA**



Please forward **all** required insurance documentation to:

- Email: [dreyfuss@paladinriskmanagement.com](mailto:dreyfuss@paladinriskmanagement.com)
- **If there are any questions:** Attention: Emilia Alvarez  
Phone: (888)-240-4431 extension 14

- **if mailing documents;**

Company Name: Emailing of documents is sufficient, if you need to mail please contact above

The provisions of this Attachment are, herewith, incorporated with those of the Subcontract Agreement and such other Attachments, as may form a part, thereof. It is suggested that Subcontractor transmit a copy of this entire Attachment to its Insurance Agent and Broker, in order to facilitate issuance.

Insurance Certificates and endorsement attachments, thereto, all of which shall meet the below requirements, **must** be in the business office of **J. Dreyfuss and Associates, Inc. dba: Dreyfuss Construction c/o Paladin Risk Management** (the Contractor) and approved as to form and content, **two weeks** prior to Subcontractor's start of work at the job site. Non-compliance with these standards **will** (i) prevent Subcontractor access to the job site; (ii) delay release of progress payments, regardless of the percentage of work completed; and (iii) require a deductive change order against contract. Subcontractor shall also be responsible for ensuring that any and all sub tier contractors comply with all insurance requirements set forth in Attachment **E**.

The policy coverage reflected in Subcontractor's Certificate of Insurance must provide:

### **General Liability Insurance**

Subcontractor shall carry primary, occurrence-based Commercial General Liability Insurance (Insurance Services Office, Form CG 00 01), covering all operations performed by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including but not limited to coverage for:

- (1) premises and operations
- (2) products and completed operations
- (3) unmodified contractual liability (including construction contracts) (CG 24 26 04 13)
- (4) independent contractor
- (5) contingent liability for work performed by subcontractors/vendors

The limits of liability shall be no less than:

- \$ 1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$ 1,000,000 personal injury protection
- \$ 2,000,000 aggregate for products-completed operations
- \$ 2,000,000 general aggregate

The Contractor, its officers, directors, employees and agents; The Owner, its subsidiaries, officers, directors, employees and agents and any other interested parties as designated by the Contractor shall be named as additionally insured parties under the Commercial General Liability Policy for both (i) ongoing and (ii) completed operations coverage.

Additional Insured endorsements expressly provide for the Certificate Holder's status as an Additional Insured to extend beyond the construction period and include those exposures associated with completed operations, as more specifically defined in the various forms of the standard occurrence-based, ISO Commercial General Liability policy form CG 00 01. Endorsement language that qualifies and limits the Certificate Holder's Additional Insured status to "ongoing operations," only, will not be acceptable. Language that provides for Additional Insured status to the Certificate Holder from Subcontractor's and Sub Tier's insurers should provide Additional Insured status for work performed by Subcontractor or Sub Tier, regardless of when performed.

The following additional insured endorsements are required for the work performed: (i) CGL 20 10 11/85 or (ii) for Ongoing Operations (Form CG 20 10 10/01 or CG 20 38 04/13) & (iii) for Completed Operations (Form CG 20 37 10/01) or equivalents.

General Liability Insurance shall contain a policy endorsement providing waiver of subrogation rights from the carrier for the Contractor and the Owner.

Any other insurance maintained by Contractor or Owner shall not be called upon to contribute with this insurance, wherein Subcontractor's Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by the Contractor and the Owner acknowledged to be non-contributory.

The policy shall be endorsed so that the general aggregate will apply per project.

**No policy endorsement, modification, or exclusions can be attached to the General Liability Insurance policy for: Prior Work, Residential Construction Projects, Subsidence/Earth Movement, Amendment of Insured Contract Definition, Action Over, or Damages arising out of work performed by Subcontractors and/or Sub Tiers (J. Dreyfuss and Associates, Inc. dba: Dreyfuss Construction c/o Paladin Risk Management has the right to request a copy of subcontractors contractual agreement with sub tier(s) and appropriate certificates of insurance, required additional insured endorsements & waivers of subrogation).**

**Subcontractor shall also provide from your general liability policy the declarations or endorsement page listing all endorsements on current and subsequent renewals.**

Subcontractor shall maintain Products and Completed Operations Liability Insurance for the construction defect statute of repose applicable for the State in which the work is completed and per the terms and conditions of the indemnification requirements of the Subcontract Agreement.

#### **Automobile Liability Insurance**

Subcontractor shall carry Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident or bodily injury and property damage. Coverage shall contain, or be endorsed to contain, Additional Insured coverage on a Primary and Non-contributory coverage basis & a waiver of subrogation for the Contractor and the Owner. Personal auto coverage is not acceptable.

#### **Workers' Compensation and Employer's Liability Insurance**

Workers' Compensation Insurance shall be provided as required by applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than:

- \$ 1,000,000 each accident for bodily injury by accident
- \$ 1,000,000 policy limit for bodily injury by disease
- \$ 1,000,000 each employee for bodily injury by disease

Workers' Compensation Insurance shall contain a policy endorsement providing waiver of subrogation rights from the carrier the Contractor and the Owner.

If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoreman and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

#### **Contractor's Pollution Liability (if applicable)**

The limit of liability shall be no less than \$1,000,000. The Contractor and the Owner are to be listed as additional insureds.

#### **Professional Liability Insurance (if applicable)**

To be carried by all subcontractors and/or sub tiers providing design or design/build services, such as architects, engineers, surveyors, fire sprinkler, mechanicals, electrical, third party construction management, etc. The minimum amount of coverage required is \$1,000,000. It may be written on

a claims-made form. Such insurance shall be maintained for at least 1 year after substantial completion of the project. The Contractor and the Owner are to be listed as additional insureds.

### **Certificates of Insurance**

Certificates of Insurance, as evidence of the insurance required by the Subcontract Agreement, and including the required coverage endorsements, shall be furnished by Subcontractor to Contractor. Certificates of Insurance shall show: (i) the insurance specified in the Subcontract Agreement is in force, (ii) the policy numbers, (iii) dates of expiration, (iv) limits of liability, (v) coverages thereunder, (vi) detailed project description, and (vii) the deductible amounts applicable to each policy.

### **Miscellaneous Provisions**

Allowance for exclusions or coverage limiting endorsements is at the discretion of Contractor and the Owner and any such exclusions or limiting endorsements are to be specifically noted in the Description of Operations section of the Certificate of Insurance or by attachment, thereto, and expressly approved by Contractor, as to acceptability.

All deductibles and self-insured retentions must be disclosed for approval by the Contractor and shall not reduce the limits of liability. Maximum allowable deductible is \$10,000.00.

If the policy contains a Self-Insured Retention the policy shall provide that the Self-Insured Retention may be satisfied by either the named or additional insured.

Regardless of the consent to exclusions, coverage limitations or deductibles by Contractor, Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s).

Contractor reserves the right to require a copy of any insurance policies.

Approval, disapproval or failure to act by Contractor regarding any insurance supplied by Subcontractor shall not relieve Subcontractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Subcontractor from liability.

Contractor shall make no special payments for any insurance that Subcontractor may be required to carry; all are included in the contract price.

All policies are to be written through insurance companies duly entered and authorized to transact that class of insurance in the State in which the project is located. All insurers must carry an A. M. Best's rating of "A- VII" or better in the most recent Best's Key Rating Guide. Notwithstanding anything to the contrary herein or in the Subcontract Agreement, all liability insurance policies maintained by Subcontractor with respect to the Project shall be written on an occurrence basis.

No representation is made that the minimum insurance obligations of the Subcontract Agreement are sufficient to cover the indemnity and other obligations of the subcontractor under the Subcontract Agreement. Subcontractor and its advisors shall be solely responsible for making any such determination.

The insurance obligations under the Subcontract Agreement shall be the greater of (i) the insurance coverages and limits carried by Subcontractor or (ii) the minimum insurance requirements shown in this Attachment.

In the event of conversion of any portion of this project to condominiums or company-operatives or similar type for sale product, the subcontractor shall have no liability. Conversion to condominiums or company-operatives or similar type for sale product is strictly excluded from coverage.

### **Notice of Cancellation**

To the extent commercially available to Subcontractor from its current insurance company, insurance policies required under the Subcontract Agreement shall contain a provision that the insurance company or its designee must give Contractor and Owner written notice transmitted in paper or electronic format (i) 30 days before coverage is non-renewed by the insurance company and (ii) within 10 business days after cancellation of coverage by the insurance company. If notice is not available from the insurance company, then Subcontractor agrees to notify Contractor within two(2) business days of any cancellation or non-renewal notice received by any of its insurance carriers.

### **Renewal Requirements**

**Two weeks** prior to commencing work and upon renewal or replacement of the insurance policies, **Subcontractor must furnish:** The Contractor and the Owner with certificates of insurance, additional insured endorsements, waiver of subrogation, primary/non-contributory endorsements, schedule of forms and/or endorsements any other required insurance documentation until one year after substantial completion or longer if required by the contract documents. In addition, if any insurance policy required under the Subcontract Agreement is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be canceled, Subcontractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

### **Materials**

All materials and all perils including theft are the responsibility of Subcontractor until signed off and accepted by Contractor.

### **Safety**

A written corporate safety policy for Contractor is available for review on the Project site at all times. It will be expected that all firms or individuals of firms operating under subcontract to Contractor be familiar with the policies included therein. In addition, it will be expected that Subcontractor maintain an active safety program within their own company and upon request submit a copy of Subcontractor Injury and Illness Prevention Program (IIPP) to Contractor along with the signed contract.

Subcontractor shall submit to Contractor a Material Safety Data Sheet (MSDS) as required by state law documenting all hazardous materials used and / or stored on the jobsite.

Written evidence (i.e. Report of Safety Meeting) of bi-weekly "tailgate" meetings held by Subcontractor must be provided to [safety@dreyfussconstruction.com](mailto:safety@dreyfussconstruction.com), prior to the monthly owner draw. Payment will be held until the reports have been furnished."