



Minimum Insurance Requirements.

1. **A certificate of insurance must be furnished to Boldt before commencement of Subcontractor's Work pursuant to any issued Subcontract and before any funds are paid to Subcontractor under the Subcontract.**

2. The insurance requirements outlined in this Exhibit are in addition to and separate from any other requirements in the General Contract applicable to the Subcontractor. The liability of Subcontractor shall not be limited by the type, amount or limits of any insurance maintained by Subcontractor. Unless higher limits are required by Boldt or by the General Contract, Subcontractor shall procure, maintain during the term of the Subcontract (and, in the case of completed operations coverage, for two (2) years after the date of Final Completion or such longer period as may be required under the General Contract) and pay for, and shall require its sub-subcontractors to procure, maintain during the progress of their portion of the work (and, in the case of completed operations coverage, for two (2) years after the date of Final Completion or such longer period as may be required under the General Contract), and pay for the following types and minimum amounts of insurance:
 - a. Commercial General Liability Insurance*:
 - i. \$4,000,000 Each Occurrence
 - ii. \$4,000,000 General Aggregate Per Project
 - iii. \$4,000,000 Products/Completed Operations Aggregate.
 - iv. \$4,000,000 Personal and Advertising Injury Limit.

 - b. Business Automobile Liability Insurance*:
 - i. \$2,000,000 Each Accident for Owned, Non-Owned and Hired Automobiles.

 - c. Statutory Workers' Compensation and Employers' Liability Insurance*:
 - i. \$1,000,000 Bodily Injury / Each Accident.
 - ii. \$1,000,000 Bodily Injury by Disease / Policy Limit.
 - iii. \$1,000,000 Bodily Injury by Disease / Each Employee.

 - d. Umbrella or Excess Liability Insurance (following form over the Commercial General Liability, Employer's Liability and Automobile Liability Insurance). If the Subcontract Amount is equal to or greater than \$1,000,000, the following minimum limits will be required:
 - i. \$3,000,000 Each Occurrence
 - ii. \$3,000,000 Aggregate

- *Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If additional limits or coverages are required by Boldt or by the General Contract, the cost of such coverage is included in the Subcontract Amount.

3. All insurance required hereunder shall be with insurance companies with A. M. Best Ratings of A- or better, and on forms acceptable to Boldt.

4. Each insurance coverage required under this Subcontract shall contain clauses to the effect that the same may not be cancelled, not renewed or the limits of coverage reduced, with no less than thirty (30) calendar days' prior written notice to Boldt.

5. Each liability policy required by this Subcontract (Commercial General Liability, Automobile Liability and Umbrella or Excess Liability), shall name The Boldt Company, the Owner, and their respective officers, directors, agents, employees and assigns and all parties required to be named as additional insureds in the General Contract through the form of endorsement required by the General Contract. If a specific General Liability form of endorsement is not required by the General Contract, the General Liability endorsements shall be made by ISO Forms CG 2010 07-04 and CG 2037 07-04 or coverage at least as broad. This additional insured endorsement shall apply to both on-going operations and the completed operations coverage for the period of time Subcontractor is required to maintain such coverage for each Subcontract. The insurance required by this Exhibit shall be primary and noncontributory with respect to any other insurance available to the additional insureds. The limits of coverage required for the additional insureds are the greater of the limits required by each Subcontract or the limits actually carried by Subcontractor, including any limits available to Subcontractor under any Excess or Umbrella Liability policies. Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the required named additional insureds of each Subcontract and that the Umbrella and Excess Liability Insurance will be subject to Vertical Exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by Boldt will contribute.



6. Any policy of insurance issued pursuant to this Exhibit shall include an endorsement providing that the insurers waive their rights of subrogation against Boldt or the Owner and, and their respective officers, directors, agents, employees and assigns and or any other party as required by the General Contract. Subcontractor hereby waives, and shall require its sub-subcontractors to waive, any and all rights of recovery which they or any of them or any of their insurers may now or subsequently have against Boldt or the Owner, and their respective officers, directors, agents, employees and assignees, in connection with any losses covered by insurance provided hereunder.
7. Worker's Compensation coverage shall be provided for any employee, owner or principal of the Subcontractor who shall be at the Project site or at a specific off-site Project related location whether or not required by statute.
8. Subcontractor shall carry sufficient comprehensive insurance on its equipment and personal property including tools and jobsite trailer. Subcontractor shall also insure all materials stored on and off the Project site and enroute to and from the Project site that will be incorporated into the Project or used in the completion of Subcontractor's Work, unless Subcontractor has verified in advance that these materials are insured under the Builder's Risk policy for the Project. Subcontractor agrees that Owner and Boldt shall not be responsible for any loss or damage to any equipment or personal property of Subcontractor and Subcontractor agrees to waive any and all subrogation rights against Owner and Boldt for any such loss, Claim or loss of use.
9. If Boldt is liable for all or some portion of the deductible under the Project's All Risk/Builder's Risk/property insurance, then Subcontractor shall reimburse Boldt for that portion of the deductible that arises from or is attributable to the acts or omissions of Subcontractor.
10. If (i) Subcontractor is providing architectural, engineering or other professional services, including services under a Testing Services Agreement or Design Build Subcontract, as a part of Subcontractor's Work; or (ii) such insurance is required by the Subcontract Documents; or (iii) such insurance is requested by Boldt, Subcontractor shall procure, maintain, and pay for Professional Liability/Errors and Omissions Insurance with limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover Subcontractor's Work and shall continue in effect for two (2) years after final acceptance of the Project or longer if the General Contract requires. Policy shall include a waiver of subrogation on behalf of Boldt, the Owner, and the respective officers, directors, agents, employees and assigns and any other party as required by the General Contract.
11. Subcontractor will provide Pollution Liability Insurance if required by the Subcontract Documents or Boldt. If required, such insurance shall have limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. The Pollution Liability Insurance shall continue in effect for two (2) years after final acceptance of the Project or longer if the General Contract requires. This policy shall name Boldt, the Owner, and the respective officers, directors, agents, employees and assigns and any other party as required by the General Contract as additional insureds and include a waiver of subrogation on behalf of all additional insureds. This policy shall be primary and noncontributory with respect to any other insurance maintained by the additional insureds.
12. Specifically, the following information should be included in the Description of Operations/Locations/Vehicles section within the certificate of insurance:

Boldt Job # and Project Name & Description. All parties required to be named in the Subcontract shall be named as additional insureds to the General Liability, the Automobile Liability and the Umbrella Liability policies and apply to both on-going and completed operations. All policies herein are primary and non-contributory to any insurance available to the additional insureds. Waiver of Subrogation in favor of all parties required to be named in the Subcontract applies to the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies. A 30-day notice of cancellation must be mailed to the certificate holder to all policies hereon.
13. The failure of Subcontractor to furnish a certificate of insurance, shall not alter or eliminate Subcontractor's obligation to obtain and maintain the insurance required, and to meet all other obligations established by this Exhibit. Boldt's receipt of a certificate of insurance that does not meet the requirements of the Subcontract is not a waiver, modification, amendment or alteration of the Subcontract and shall not in any manner relieve the Subcontractor of fully complying with these requirements.
14. At any time upon request, Boldt may request copies of the actual policies or endorsement copies.