



## Exhibit B: SUBCONTRACTOR INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS

Subcontractor shall furnish a Certificate of Insurance, which fully complies with Contractor's minimum insurance requirements prior to starting work.

**THINK GREEN!** In an effort to become more efficient we will no longer accept hard copies of insurance certificates. All Insurance certificates must be emailed to [billing@bullseyebuilders.com](mailto:billing@bullseyebuilders.com).

- **Workers' Compensation and Employers Liability Insurance.** Worker's Compensation insurance shall be provided as required by California Law. Subcontractor's insurance carrier shall waive right of subrogation against Bullseye Builders, Inc., the Owner and all other indemnitees named in the Contract Documents, and subcontractor's insurance policies shall contain an endorsement requiring such waiver of subrogation.
  
- **General Liability Insurance.** Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations 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 coverage for:

The limits of liability shall be not less than the amounts required of Subcontractor under the Contract Documents, but in no event less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury liability
- \$2,000,000 aggregate for Products-Completed Operations
- \$2,000,000 general aggregate

The general aggregate limit shall apply separately to Subcontractor's work under this Agreement.

- **Additional Insured Endorsement.** Bullseye Builders, Inc., the Owner and its affiliates and any other parties required by owner shall be named as additional insureds under the Comprehensive General Liability or Commercial General Liability policy for any liability arising out of the performance of work. Coverage for the Contractor, the owners, and its affiliates additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG20101185 as published by the Insurance Services Office (ISO).

Subcontractor will modify their insurance policy by endorsement, to stipulate that their General Liability insurance coverage applicable to the additional insureds is primary insurance and that any other insurance carried by the Contractor will be excess only and will not contribute with this insurance.

The products liability and completed operations coverage provided for in the Commercial General Liability policy shall be maintained by Subcontractor for a minimum of five (5) years following completion of the work provided for herein.



In the event of any reduction or exhaustion of an aggregate annual limit of liability or any general aggregate policy limit of liability, Subcontractor shall then obtain additional insurance to replenish the limits of liability herein provided.

**Claims Made Policy Form Provisions.** Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Contractor.

- **Automobile Liability Insurance.** Subcontractor shall carry Automobile Liability insurance, including coverage for all owned, hired and non-owned vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
- **Professional Liability Exposures.** Subcontractor shall carry a \$1,000,000 Professional Liability insurance policy with a two year repute period for claims if Subcontractor or its subcontractor is to provide design/build services to the project.

Certificates of insurance, as evidence of the insurance required by this Agreement and including the required "additional insured" and "primary insurance" endorsements, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Contractor.

Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under this Section 16. In the event Subcontractor does not comply with the insurance requirements outlined in this Agreement, Contractor may, at its option, provide such coverage to protect its interests and charge the Subcontractor for the cost of that insurance, or terminate this Agreement.

The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

**Sub-subcontractor Requirements.** Subcontractors shall require that any and all tiers of its subcontractors shall maintain insurance in like form and amounts including the additional insured endorsement naming Contractor and Owner.

**"Modified Occurrence" Policy.** "Modified Occurrence" insurance policies will not be accepted under any circumstances.