

Job Name/Location  
Swinerton Builders Job No. \_\_\_\_\_  
Date  
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These requirements are SPECIFIC to this job,  
as per Owners requirement. Please submit a  
Certificate and Endorsement specific to this job.

**WORK ORDER**  
**STANDARD INSURANCE & BONDING APPENDIX**  
*This insurance attachment shall be interpreted to incorporate any agreed  
changes made to the Master Subcontract Agreement Insurance Attachment.*

**A. Insurance Requirements**

1. Subcontractor shall, at its own expense, maintain in effect not less than the following coverages and limits of insurance which shall be maintained with insurers, policy forms and deductibles satisfactory to Swinerton Builders and the Owner. If Subcontractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Subcontractor agrees to amend, supplement or endorse the existing coverage to do so, at no additional cost to Swinerton Builders.

a) **Workers' Compensation and Employer's Liability Insurance**

State Workers' Compensation - coverage as required by law.

Employer's Liability with limits not less than each of the following:

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

Waiver of Subrogation Endorsement is required in favor of Swinerton Builders and the Owner.

To the extent permissible by applicable law, Subcontractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless or contribute to any sums due, including any claim by an employee of Subcontractor, that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)).

b) **General Liability and Umbrella/Excess Insurance**

Subcontractor shall carry a Commercial General Liability Policy provided on or equivalent to ISO CGL Form No. CG 00 01 10 01. Policy must include coverage for premises operations, completed operations, contractual liability and broad form property damage. Subcontractor shall provide limits as required for your trade in accordance with subsection i or ii below. If the policy is in excess of a Subcontractor SIR (self-insured retention), the amount of such SIR must be clearly identified on the Certificate of Insurance. Swinerton Builders reserves the right to reject the application of such SIR, or require the Subcontractor to provide a bond on the SIR at no additional cost to Swinerton Builders.

- i) **Specified Trades:** (Defined as Excavation, Shoring, Demolition, Crane related work, Exterior Skin, Steel Erection, Roofing, Waterproofing, Fire Protection, Mechanical, Electrical and **Plumbing**, Metal Decking over three (3) stories, or other trades as Swinerton may specify). Swinerton Builders reserves the right to

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amend the required limits of insurance commensurate with the Subcontractor's risk. The Limits of Liability for Bodily Injury and Property Damage under this section shall not be less than:

\$5,000,000	each Occurrence;
\$5,000,000	Products/Completed Operations Aggregate;
\$5,000,000	General Aggregate – Per Project -.

- ii) **All Other Trades:** The Limits of Liability for Bodily Injury and Property Damage under this section shall not be less than:
- |             |  |
|-------------|--|
| \$2,000,000 | each Occurrence;                         |
| \$2,000,000 | Products/Completed Operations Aggregate; |
| \$2,000,000 | General Aggregate – per project-.        |
- c) **Automobile Insurance**  
\$1,000,000 C.S.L. (Combined Single Limit) and shall cover owned, hired and non-owned automobiles.
- d) **Umbrella/Excess Insurance** – If needed to meet the requirements of a., b., and c above.
- e) **Professional Liability Insurance (Errors and Omissions)**  
All Subcontractors with design responsibility shall provide the following additional coverage: A Professional Liability Policy (Errors and Omissions) with Limited Contractual Liability Coverage in favor of Swinerton Builders and Owner and a deductible no greater than \$25,000 per claim and a Waiver of Subrogation in favor of Swinerton Builders and Owner. Any SIR must be clearly identified as such on the Certificate of Insurance and is subject to Swinerton’s approval. This insurance shall be maintained for not less than the duration of the project and five (5) years following completion of construction. Retroactive date of such policy must be on or before the date Subcontractor began offering professional services. Limit of liability shall be not less than \$1,000,000 Per Claim.
- f) **Pollution Liability Insurance**  
When coverages listed below are required, policy will contain Additional Insured and Waiver of Subrogation endorsements in favor of Swinerton Builders.  
**Asbestos and/or Lead Liability:** If work contemplates asbestos or lead abatement, Subcontractor shall provide such insurance coverage on an occurrence basis for claims arising out of abatement, removal, storage, transportation and disposal activities with a limit of liability not less than \$5,000,000 per occurrence.  
**Environmental Impairment Liability:** If work contemplates handling or hauling other pollutants, subcontractor will provide insurance to coverage, among other things, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, and disposal. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims-made basis with a minimum 5 year extended reporting period (tail) with limits of not less than \$5,000,000 each Occurrence (if written on an occurrence basis) or, \$5,000,000 each Claim (if written on a claims-made basis).  
**Mold Liability:** Any work that includes EIFS, curtain wall exterior or plumbing, Subcontractor shall provide evidence of Pollution Liability insurance including liability coverage for mold related claims. Such insurance coverage shall be written on an occurrence basis with no sunset clause, or on a claims made basis with a five (5) year extended reporting provision with limits not less than \$1,000,000 per claim or per occurrence.

2. The General Liability and Umbrella/Excess and shall contain the following:
  - a) Project Specific Additional Insured Listing:
    - Swinerton Builders, its parent and affiliated companies;
    - Owner;
    - Other parties as required by Owner and/or necessitated by construction activities.
  - b) An Additional Insured Endorsement adding as an additional insured each party noted in Section 2a of this attachment, or otherwise identified in the Prime Contract, as respects liabilities arising out of Subcontractor's work under this contract (including Products/Completed Operations) on the ISO CGL Endorsement CG 20 10 11 85 "Owners, Lessees or Contractors (Form B)", or the two ISO CGL Endorsements CG 20 10 10 01 and CG 20 37 10 01; these two endorsements together are an acceptable alternate to the "11 85" form.
  - c) Primary Insurance Clause - The insurance coverage required hereunder and/or provided by the Subcontractor apply on a primary basis with any other insurance policy(s) of Swinerton Builders, the Owner and those additional insured entities as identified in the Prime Contract being excess and not contributing. Such Primary Insurance Clause shall be included on the Additional Insured Endorsement.
  - d) Waiver of Subrogation Endorsement is required in favor of Swinerton Builders and the Owner.
  - e) Cross Liability coverage as would be achieved under the standard ISO separation of insureds clause.
  - f) Provision or endorsement stating that such insurance, subject to terms and conditions usual to Standard General Liability and Umbrella/Excess Liability Policies, applies to the liability assumed by Subcontractor under this contract.
3. Modified Occurrence Liability Policies are **not** acceptable. Claims Made General Liability Policies are **not** acceptable. Subcontractors providing such insurance will be considered in default of the requirements of this Subcontract Agreement.
4. On execution of the Subcontract and prior to commencement of work, Subcontractor shall file on forms acceptable to Swinerton Builders a certificate of insurance properly executed and signed by an authorized representative on behalf of the insurer(s) evidencing the above coverages and conditions to Swinerton Builders. Subcontractor shall maintain the required Insurance and Additional Insureds for the period of time for which the Subcontractor may be held legally liable for its work. Also, the required Certificates of Insurance and Additional Insured Endorsements shall be provided and maintained during warranty period of the Subcontractor's work. Subcontractor further agrees, upon written request by

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Swinerton Builders or Owner, to furnish copies of such policies, certified by an authorized representative of the insurer(s).

5. All Insurance coverage provided by the Subcontractor shall be through acceptable insurance carriers licensed in the state(s) where work is being performed with a minimum A.M. Best Company standard of A-VII or greater.
6. All Subcontractor's policies shall contain an endorsement providing that written notice shall be given to Swinerton Builders and Owner at least **thirty (30)** days prior to termination, non-renewal, cancellation or reduction of coverage in the policy.
7. Subcontractors will be required to participate in Builder's Risk policy deductibles as outlined in Subcontract terms.

**B. Bonding Requirements (If required in Subcontract Agreement)**

1. Payment and Performance Bonds to be in the amount of 100% of the contract.
2. Swinerton Builders bond forms are issued with Subcontract Agreements. These are the **only** forms that will be accepted and must appear without revision. Forms must be signed and notarized for both Principal and Surety. Exhibit A-2 is samples of the payment and performance bonds.
3. Surety Bond Carriers will be deemed acceptable if listed in the most current United States Department of the Treasury – Federal Register for a treasury limit not less than the amount of the contract or if approved by Swinerton Builders.
4. For all change orders causing additions greater than either \$100,000 or 50% of the previously bonded amount of the subcontract, Subcontractor will be responsible for obtaining Consent of Surety in the form of an increase rider which shall increase the original bond to an amount equal to the new subcontract amount.
5. Premiums are to be paid by Subcontractor and to be included in the subcontract sum.

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## Sample Certificate of Insurance

*Subcontractor's Insurance Broker*

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY) 08/02/01

*Name of Subcontractor (It should match the name as written in the Subcontract)*

PRODUCER  
 Agency Manager, Inc.  
 2500 Bond Street  
 University Park, IL 60466  
 Phone No. 800-999-5368 Fax No.

INSURED Subcontractor  
 123 Main Street  
 San Francisco, CA 45678

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE  
 COMPANY A Selective Insurance Company  
 COMPANY B Indemnity Insurance  
 COMPANY C State Fund  
 COMPANY D

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	123456789	08/01/06	08/01/07	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$ 1,000,000
BODILY INJURY (Per person) \$					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS	234567891	08/01/06	08/01/07	BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY \$
B	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	456789123	08/01/06	08/01/07	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					EL EACH ACCIDENT \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	345678912	08/01/06	08/01/07	EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

*Claims Made or Modified Occurrence is not acceptable*

*This section is to evidence Professional Liability or Pollution Liability if required*

*This section should reference the job number, project name, and/or location*

DESCRIPTION OF OPERATIONS, LOCATION, VEHICLES/SPECIAL ITEMS  
 General Liability - Certificate Holder is an Additional Insured per attached Form CG 20 10 11 85.  
 RE: Much Needed Renovation Project Job No

CERTIFICATE HOLDER Swinerton Builders 0000000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE CANCELLATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/95) ACORD CORPORATION 1998

*The two "each occurrence" boxes should total at least as much as required in your contract*

*The totals in each box should be at least \$1 million*

*This wording should be "X" d out*

*This should name Swinerton Builders with the full address*

*Signed by the Broker only*

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## Sample Additional Insured Endorsement

*The Named Insured should always be the same as the "Insured" name on the Certificate (It should also read exactly the same as in the Subcontract Agreement)*

*This policy number should be the same as that listed for General Liability on the Certificate of Insurance*

POLICY NUMBER :  COMMERCIAL GENERAL LIABILITY  
NAMED INSURED :

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART .

#### SCHEDULE

Name of Person or Organization:

Swinerton Builders, its parent and affiliated companies; Owner; other parties as required by Owner and/or necessitated by construction activities

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

*This is where the Additional Insureds should be listed exactly as noted here*

**WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

*Should list out the project, name, location, and/or project number that the Subcontract Agreement refers to*

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

It is agreed that the above policy contains a standard cross liability or severability of interest clause.

Copyright, Insurance Services Office, Inc., 1984

*The primary wording, as required in the contract, is typed onto the Additional Insured Endorsement here. The severability of interest clause is often typed here too.*

*This is the standard endorsement number (CG 20-10) and 11 85 edition date is required by the Subcontract Agreement*

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BOND NO. \_\_\_\_\_  
PREMIUM \_\_\_\_\_

**SUBCONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we «**SUBCONTRACTOR**», as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **SWINERTON BUILDERS** as Obligee, in the penal sum of «**CONTRACTAMT1**» and no/100 dollars (\$«**CONTRACTAMT2**») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated «**SUBCONTRACTDATE**», for labor, material, equipment and services, complete plans, specifications, addenda thereto and in accordance with Subcontract No. «**SUBCONTRACTNO**» being part of the work covered by a contract dated on or about «**CONTRACTDATE**», between «**OWNERNAME**», «**OWNERADDRESS**», hereinafter called Owner, and the said Obligee for «**PROJECTNAME**», «**PROJECTADDRESS**», which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed under said agreement, and shall indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Obligee necessary to insure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the contract to be performed under said agreement, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Obligee with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right of action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

9/06  
**Exhibit A-2**

PRINCIPAL: \_\_\_\_\_  
Signature  
Name/Title: \_\_\_\_\_

SURETY: \_\_\_\_\_  
Signature  
Name/Title: \_\_\_\_\_



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BOND NO. \_\_\_\_\_  
PREMIUM \_\_\_\_\_

### **SUBCONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we «**SUBCONTRACTOR**», as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **SWINERTON BUILDERS** as Obligee, in the penal sum of «**CONTRACTAMT1**» and no/100 dollars («**CONTRACTAMT2**») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated «**SUBCONTRACTDATE**», for labor, material, equipment and services, complete per plans, specifications, addenda thereto and in accordance with Subcontract No. «**SUBCONTRACTNO**» being part of the work covered by a contract dated on or about «**CONTRACTDATE**», between «**OWNERNAME**», «**OWNERADDRESS**» hereinafter called Owner, and the said Obligee for «**PROJECTNAME**», «**PROJECTADDRESS**» which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Obligee relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have the right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

9/06  
**Exhibit A-2**

PRINCIPAL: \_\_\_\_\_  
Signature

Name/Title: \_\_\_\_\_

SURETY: \_\_\_\_\_  
Signature

Name/Title: \_\_\_\_\_