



Standard Insurance Requirements

All Subcontractors interested in working with Lucas General Contracting Corp. must meet the following insurance requirements and send a certificate of insurance as evidence of insurance to Jackie Nagy at jnagy@lucascompanies.net or by fax to 949-474-3097.

PLEASE NOTE THAT NO PERSON FROM YOUR COMPANY WILL BE ALLOWED ON THE JOBSITE NOR WILL ANY PAYMENTS BE RELEASED UNTIL FULL COMPLIANCE OF THE THESE REQUIREMENTS HAVE BEEN MET, AS EVIDENCED BY THE RECEIPT OF YOUR CERTIFICATES OF INSURANCE IN ADDITION TO THE EXECUTED AGREEMENT.

INSURANCE REQUIREMENTS:

The Subcontractor and his sub-subcontractors shall during the continuance of the work under this Agreement, including extra work in connection therewith, procure and maintain in force, at their sole cost and expense, insurance coverage in the limits and under the terms specified below. The insurance to be furnished by Subcontractor shall be issued by a company or companies acceptable to Contractor, authorized to transact business in the State of California, and all policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than AV. Subcontractor shall, within ten (10) days after the execution of this Subcontract or prior to his commencement of any work (whichever occurs first), provide to Contractor certificates of insurance evidencing that the required insurance coverage is in full force and effect, and each certificate shall provide, by endorsement, that the coverage therein provided shall not be cancelled, reduced or otherwise materially changed without thirty (30) days prior written notice to Contractor. All coverage forms must be acceptable to Owner and Contractor. If requested, Subcontractor shall provide certified copies of all such policies to Owner and or Contractor within 30 days of such request. All policies required by this Agreement must contain a Waiver of Subrogation in favor of the Contractor, Owner and Lender. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1. Workers' Compensation / Employer's Liability Insurance

Certificate of Insurance must include the following coverages:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 each accident
- Bodily Injury by disease - \$1,000,000 policy limit / \$1,000,000 each employee
- Waiver of subrogation endorsement for the Contractor, Owner and Lender

2. Commercial Auto Insurance

Certificate of Insurance must include the following coverages:

- Auto Liability limits of not less than \$1,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include, but not limited to, owned autos, hired or non-owned autos.
- Coverage must include an additional insured endorsement for the Contractor, Owner and Lender.

3. Commercial General Liability

Certificate of Insurance must include the following coverages:

- \$1,000,000 per Occurrence Limit
- \$1,000,000 Personal Advertising Injury Limit
- \$1,000,000 Products/Completed Operations Aggregate Limit
- \$2,000,000 General Aggregate Limit (other than Products/Completed Operations)
- The policy forms must include:

- a) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for 10 years following the acceptance of his work by the contractor or until all applicable Statutes of Limitations expire, whichever length of time is longer. Subcontractor further agrees to continue naming Contractor and any other parties in interest as Additional Insured(s) for the entire length of time as described above.
- b) Contractual Liability without any modification of the definition of "Insured Contract".
- c) Property Damage coverage including completed operations or its equivalent.
- d) An endorsement naming Owner, Lender and any other parties in interest as additional insured(s). Such endorsement shall contain the following provision:

"It is understood and agreed that Lucas General Contracting Corp. its officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders and affiliated companies are additionally named as insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the acts or omissions, work or work product, of the named insured or of others performed on behalf of the named insured."
- e) The above endorsement shall be an ISO forms CG2010B 11/85 or CG2026 11/85 or equivalent. Any form that limits coverage to "ONGOING OPERATIONS" or otherwise does not grant additional insured status under the products/completed operations coverage IS NOT ACCEPTABLE. ISO CG2010A or CG2010B 10/93 or their equivalent may be considered by the Contractor.
- f) Subsidence coverage (if requested by Contractor).
- g) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
Subcontractor agrees not to seek contribution from Contractor or other additional insured(s).
- h) Coverage is to be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable except where "Professional Liability Coverage" is required.
- i) An endorsement stating that any aggregate limits apply on a "per project" and on a "per location" basis.
- j) No exclusions relating to "residential construction" as it pertains to apartments. All certificates of insurance furnished to Contractor must contain a notation that the policy does not contain an apartment exclusion.
- k) The project name MUST be indicated under "Description of Operations/Locations".
- l) Please inform your insurance broker to make the following changes: The required notification for cancellation or materials change to policy MUST BE 10 DAYS and to STRIKE the following verbiage from the "Cancellation Notification" portion of the certificate of insurance; "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".