



15800 SE 135TH AVENUE
CLACKAMAS OR 97015-8909
P (503) 650-1720 • F (503) 650-1902

ISSUE DATE:

PROJECT # / NAME:

SUBCONTRACTOR: **SUBCONTRACTOR**

SUBCONTRACT #: XXXX-XX.XXX

EXHIBIT IX - INSURANCE REQUIREMENTS

The required insurance documents are to be issued to GLEN/MAR CONSTRUCTION, INC.

The Subcontractor agrees to obtain, pay for and maintain **at a minimum** the following insurances per occurrence and aggregate limits as specified below. The required insurance shall be **obtained from a company or companies with an AM Best Rating of A- or higher**. Provide your insurance agent a copy of this EXHIBIT IX and PAGE 1 of this Subcontract Agreement showing the names and addresses of the Project, Architect and Owners.

Please e-mail insurance documents directly to compliance@glenmarconstruction.com.

For hard copies, please mail with Attention to Compliance to Glen/Mar's Corporate Office:

Glen/Mar Construction, Inc.
15800 SE 135th Ave.
Clackamas, OR 97015

COMMERCIAL GENERAL LIABILITY

The Commercial General Liability coverage shall be on an occurrence form and include, as a minimum, standard insurance industry coverage for contractual liability coverage, products and completed operations coverage, broad form property damage coverage, personal injury coverage, an endorsement waiving subrogation against the Indemnities, and an Additional Insured Endorsement to satisfy the requirements below.

If the Commercial General Liability coverage contains a general aggregate limitation, then such coverage shall be endorsed to provide a specific aggregate for Work performed under this Agreement.

The Additional Insured Endorsement shall provide coverage for ongoing and completed operations. Subcontractor shall carry and maintain completed operations coverage for a period of not less than ten (10) years following the date of completion of the work.

Each Occurrence	\$1,000,000
General Aggregate—General aggregate endorsed to apply separately to this project.	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

- **Waiver of Subrogation Endorsement**
- **Primary Non-Contributory Endorsement**
- **Additional Insured Endorsements for ONGOING and COMPLETED Operations:**
 - (a) Form CG 20 10 ED 11 85; (preferred) or
 - (b) Forms CG 20 10 ED 10 01 and CG 20 37 ED 10 01; (preferred) orThe following forms may be acceptable based on Glen/Mar Construction, Inc.'s assessment:
 - (c) Forms CG 20 10 ED 07 04 and CG 20 37 ED 07 04; or
 - (d) Forms CG 20 10 ED 04 13 and CG 20 37 04 13; or
 - (e) Forms CG 20 33 ED 04 13 and CG 20 37 ED 10 01 or CG 20 37 ED 07 04 or CG 20 37 04 13; or
 - (f) Forms CG 20 38 ED 04 13 and CG 20 37 ED 10 01 or CG 20 37 ED 07 04 or CG 20 37 04 13.

UMBRELLA/EXCESS LIABILITY **\$1,000,000**

Glen/Mar Construction, Inc. named as an additional insured.

JOB SITE POLLUTION LIABILITY **\$1,000,000**

Insurance for third-party claims for bodily injury and/or property damage. Insurance for remediation costs stemming from pollution incidents resulting from the contractor's operations.

AUTOMOBILE LIABILITY **\$1,000,000**



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The Commercial Automobile Liability coverage provided by Subcontractor shall include “any auto” (owned, non-owned, scheduled and hired) motor vehicles coverage, an endorsement waiving subrogation against the Indemnities and an Additional Insured Endorsement to satisfy the requirements below.

- **Waiver of Subrogation Endorsement**
- **Additional Insured Endorsement**

WORKERS' COMPENSATION

State Statutory, as required by law for place(s) of performance

- **Waiver of Subrogation Endorsement** **\$1,000,000**
- **Stop Gap Endorsement for states with monopolistic workers' compensation coverage**

EMPLOYER'S LIABILITY

Each Accident (or in the amount required by the Owner) **\$1,000,000**
Each Disease (or in the amount required by the Owner) **\$1,000,000**
Each Employee Per Disease (or in the amount required by the Owner) **\$1,000,000**

CONTRACTORS POLLUTION LIABILITY

\$2,000,000

If Subcontractor's Work or its Sub-subcontractor's work includes Environmental Services, pollution liability insurance shall be provided by Subcontractor on an occurrence basis, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. “Environmental Services” means any contact with a Hazardous Material, including abatement, removal, remediation, transportation or disposal of a Hazardous Material or working in areas where contact with such Hazardous Materials may take place. “Hazardous Material” means asbestos, asbestos containing material, lead (including lead-based paint), PCB, silica dust, molds & microbial matter, any other chemical, material or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

PROFESSIONAL LIABILITY

Each Occurrence **\$1,000,000**
General Aggregate **\$2,000,000**

Professional Liability Insurance shall be required of all subcontractors engaged in the performance of professional services. These services include, but are not limited to: surveying, testing, inspecting, compacting, balancing, designing, engineering, and consulting. If coverage is issued on a claims-made form, such coverage shall apply with a retroactive date to reflect the date in which professional services commenced under this Subcontract. Coverage shall also be maintained continuously for a minimum of five (5) years (or more, up to ten (10) years, if specifically requested in writing by Glen/Mar Construction, Inc. or Owner) following project completion or included with an Extended Reporting Period for the equivalent minimum number of years requested. If Subcontractor's Work includes environmental, engineering or consulting services involving Hazardous Materials, then coverage shall not exclude such services.

The Subcontractor agrees that Owner, Architect, and Contractor, as well as their employees, agents, officers, directors, and principals (referred to collectively as “Additional Insureds”) are to be expressly made Additional Insureds under all the policies required herein. Such insurance shall be primary and non-contributory, and endorsements to that effect shall be delivered to Glen/Mar Construction, Inc. before any work begins and before any payment to Subcontractor. Any insurance maintained by Glen/Mar Construction, Inc. shall be excess and non-contributory. To the extent allowable by applicable law, all policies must provide a waiver of subrogation in



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favor of the Additional Insureds. Regardless of the amounts required herein, the Additional Insureds shall be afforded coverage up to the policy limits.

As insurance policies are updated or renewed, the Subcontractor will provide Glen/Mar Construction, Inc. with current Certificates and Endorsements. To the fullest extent permitted by law, these policies will provide Additional Insureds with insurance coverage entitling them to defense and indemnity from and against liability or any claim of liability arising out of or in any way related to the Subcontractor's "Work" and "Operations" pursuant to this Agreement, including preparation to perform such "Work" and "Operations."

Subcontractor's insurance coverage shall not be limited to the Additional Insured's vicarious or respondent superior liability for the acts or omissions of the Subcontractor. Moreover, such additional insurance coverage will apply independently of, and not coextensively with, the Subcontractor's indemnity obligations under this Agreement. The Additional Insured coverage required by this Section is intended to apply to any claims or liability, or alleged claims or liability, arising out of the Subcontractor's "Work" and "Operations", even if the Subcontractor's indemnity obligations do not apply or are prohibited by law.

To the fullest extent permitted by law, the Additional Insured coverage required herein on behalf of the Additional Insured will apply to bodily injury and/or property damage claims arising from the Subcontractor's work and operations regardless of whether the Subcontractor is named or not named in the claim or complaint.

The Subcontractor agrees that its failure to obtain or maintain the insurance required herein, or to provide a satisfactory Certificate of Insurance and Additional Insured Endorsement, shall entitle the Contractor to declare the Subcontractor in default and to exercise all rights available under this Subcontract Agreement.

The Certificate of Insurance and all the insurance policies required above will expressly entitle Contractor to thirty (30) days' notice before any insurance policy referred to therein is modified or cancelled.

The Subcontractor agrees that these insurance requirements apply to all its Sub-subcontractors and that it is responsible for ensuring that Sub-subcontractors comply with these insurance requirements.

Subcontractor's obligation to provide the insurance above continues regardless of whether Contractor fails to demand or inspect certificates of insurance or other evidence of compliance with this section or the Subcontract Agreements, and regardless of whether there are errors in those documents. Contractor's acceptance of delivery of certificates does not constitute approval of them or agreement that the requirements of the Subcontract Agreement have been fulfilled.

****SUBCONTRACTOR****

Authorized Signature: _____ Date: _____

Printed Name & Title: _____