



The following provisions are incorporated into the Subcontract as additional requirements of Subcontractor.

1. Insurance requirements. Subcontractor agrees to obtain and maintain during the term of the Subcontract the following minimum insurance and such additional requirements of the Prime Contract. Subcontractor shall pay the premiums for such insurance.
 - a) Comprehensive General Liability or equivalent Commercial General Liability coverage (either the commercial general liability or the comprehensive general liability policy must cover contractual liability), Broad Form Property Damage coverage, including coverage for liability assumed by contract for explosion, fire, collapse, and underground coverage as well as Products and Completed Operations coverage. The limits of coverage shall be no less than the combined single limit of \$2,000,000.00 bodily injury/property damage per occurrence. This requirement shall be achieved either by providing primary coverage of \$2,000,000.00, or a combination of primary, excess or umbrella coverages totaling \$2,000,000.00.
 - b) Comprehensive Automobile, Bodily Injury and Property Damage Insurance covering all vehicles moving under their own power and engaged in the Work under contract as well as all Contractor's mobile equipment. Limits are to be any auto, combined single limit, \$1,000,000.00. As respects "any auto," a combination of all owned autos, hired autos and non-owned autos, or scheduled autos, hired autos and non-owned autos, is acceptable.
 - c) Workman's Compensation Insurance in statutory form with a limit not less than \$500,000.00 each accident, \$500,000.00 disease – policy limit, \$500,000.00 disease – each employee, or as otherwise required by law.
 - d) Any subcontractor involved with Design Work will be required to carry Professional Liability Insurance (Errors and Omissions). The limit can not be less than \$1,000,000.00
2. Subcontractor agrees to furnish to Contractor before commencement of the Work, evidence of the insurance coverage set forth above, together with a commitment by the insurance company or companies to notify Contractor (Colorado West Construction, Inc. 25780 Washington Ave., Murrieta, CA 92562) thirty (30) days prior to the expiration, cancellation or any material change to any of the insurance policies required hereunder. In the event Subcontractor fails to obtain and maintain such insurance coverage, Contractor may, at its option, obtain and maintain the same for and on behalf of Subcontractor or terminate the Subcontract for default. All premiums plus twenty-five (25%) percent for overhead will be deducted from any amounts due Subcontractor from the complete and absolute responsibility of obtaining and maintaining insurance coverage as specified.
3. Subcontractor agrees to name Contractor (**Colorado West Construction, Inc.**), **Owner** as additional insured on all insurance policies. The additional insured must be listed on separate endorsement.
4. Subcontractor agrees to ensure that all vendors and subcontractors provide and adhere to the substance and requirements of this Exhibit.
5. Subcontractor shall be responsible for the deductible on any claim made against the project's Builder's Risk Policy, for a loss related to this Subcontractor's scope of work.
6. Certificates shall be issued specifically for the following and this description should appear on the face of all certificates:

Project No.
Project Name
Project Address

7. Contractor (Colorado West Construction, Inc., 25780 Washington Ave., Murrieta, CA 92562), shall be named as certificate holder as well as additional insured.
8. Subcontractor agrees it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of any work of the Subcontract Agreement.