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## Exhibit B - Insurance Rider

### Summary of Insurance Requirements

#### Contents

- I. Workers' Compensation and Employer's Liability
- II. General Liability
- III. Automobile Liability
- IV. Endorsements and Certificates of Insurance
- V. Accord Form Certificate of Liability Insurance Sample
- VI. Additional Insured Endorsement Sample

Before submitting insurance certificates for approval please double check that all of your endorsements and certificates meet the requirements of the Subhaul Agreement (Agreement).

#### Quick Check:

- Certificate is on the proper form
- Primary and non-contributory clause is included on a separate endorsement
- "Any auto, or all owned, hired and non-owned auto's" are checked
- 30-Day cancellation clause is included
- Additional insured endorsements (CG2010 0413, CG2037 0413) and Auto A/I
- Certificate indicates workers' compensation coverage

**NOTE: Subhaulers may acquire a \$1,000,000 umbrella policy on top of a \$1,000,000 General Liability and Auto policy in order to reach the \$2,000,000 limits specified in this document. All specified endorsements and requirements are still required if the subhauler chooses to use an umbrella policy.**

**I. Workers' Compensation and Employer's Liability**

- a) Workers' Compensation insurance shall be provided as required by any applicable law or regulation.
- b) Employers Liability Insurance shall be provided in amounts not less than:
  - 1. \$1,000,000.00 each accident for bodily injury by accident
  - 2. \$1,000,000.00 policy limit for bodily injury by disease
  - 3. \$1,000,000.00 each employee for bodily injury by disease
- c) If there is exposure of injury to Subhauler's employees, agents or personnel under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

**II. General Liability**

- a) Subhauler shall carry Comprehensive General Liability or Commercial General Liability insurance, on an occurrence basis only, covering all operations by or on behalf of Subhauler providing insurance for bodily injury liability and property damage liability. Claims made insurance is not acceptable.
- b) Coverage shall include the following:
  - 1. Premises and operations
  - 2. Products and completed operations
  - 3. Contractual liability
  - 4. Broad form property damage (including completed operations)
  - 5. Explosion, collapse and underground hazards
  - 6. Personal injury liability and
  - 7. Independent contractors
- c) The limits of liability shall be not less than:
  - 1. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
  - 2. \$1,000,000 for personal injury and advertising liability
  - 3. \$2,000,000 aggregate for products completed operations
  - 4. \$2,000,000 general aggregate

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**III. Automobile Liability**

- a) Any auto or all owned hired and non-owned automobiles.
- b) \$2,000,000 minimum combined single limit each accident for bodily injury and property damage.

**IV. Endorsements and Certificates of Insurance**

- a) Prior to performing any work or receiving any payments, all certificates and endorsements must be received and approved in accordance with the terms outlined in the including but not limited to the following requirements:

- 1. All certificates shall indicate policies written on a “per occurrence” form.
- 2. Commercial general liability “occurrence form” shall be written on the most recent ISO form CG 00 01 (04 13 or later).

- b) Primary Insurance

- 1. The following primary clause must be stated by separate endorsement.

“Such insurance as is afforded by this policy for the benefit of Client and Client’s customer shall be Primary insurance as respects to any claims, losses, or liability arising directly or indirectly from the contractor’s operations and any other insurance maintained by the Company and Project Owner shall be excess and not contributory with the insurance provided hereunder.”

- e) Additional Insured

- 1. Client and Client’s customer must both be named as additional insured on a separate endorsement: forms CG20100413 and CG20370413 or equivalent.

- f) 30 Day Cancellation Notice

- 1. The following cancellation clause must be submitted on a separate endorsement form.

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"It is further understood and agreed that the attached certificate holder will be given thirty (30) days written notice before any reduction of coverage or cancellation of this insurance is effective"

Or, the cancellation clause on the Accord form can be modified as follows

2. "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left.

3. For non-payment of premium, a ten-day (10) notice is acceptable.

g) Waiver of subrogation shall be issued by separate endorsement for all policies.

h) Insurance provider must be licensed to do business in the State of California and have an AM BEST'S rating of at least A-VI, State Fund or Lloyds of London syndicate.

i) If policy periods for different coverages overlap, more than one certificate may be required.

j) Renewal certificates shall be provided before the end of the policy period.

k) Insurance must remain current until four (4) years after final completion and acceptance of the entire work by the Owner.

l) Any and all contractors engaged by Subhauler which are not covered by Subhauler's policies must meet these same insurance requirements prior to starting work.

m) Workers' compensation employers' liability and any necessary excess liability must be noted.

**VI. Umbrella/Excess Coverage**

a) Minimum \$1,000,000 limits for Umbrella/Excess Coverage.

b) Umbrella/Excess Coverage to follow form of Auto Liability, General Liability and Employees Liability

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