



FISHER DEVELOPMENT, INC.
General Contractor

Exhibit "D" CONDITIONS OF INSURANCE

In addition to the requirement contained in the subcontract Insurance section, Subcontractor shall, at its expense, procure and maintain insurance on all its operations, in companies having at least an A. M. Best's A VII financial rating and in forms acceptable to the Contractor as follows:

1. **Workers' Compensation and Employer's Liability Insurance** as required by any applicable law, regulation or statute. Employer's Liability insurance shall be provided in amounts not less than:
 - a. \$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease;
 - b. Longshoreman's & Harbor Workers' Act coverage on any employees under this jurisdiction;
 - c. Coverage for Jones Act exposure on any maritime exposure;
 - d. Waiver of Subrogation endorsement.
 - e. Stop Gap Liability for work in Monopolistic States (Washington, Ohio, West Virginia, North Dakota, and Wyoming)
2. **General Liability Insurance**, Commercial General Liability ISO CG 0001 or equivalent, as follows:
 - a. Coverages
 - i. Premises and Operations;
 - ii. Products and completed operations
 - iii. Broad Form Property Damage including Completed Operations, shall be carried for one year following completion of the project;
 - iv. Explosion, Collapse, Underground and Subsidence Hazards;
 - v. Contractual Liability insuring the obligations assumed by Subcontractor in this subcontract;
 - vi. Contractors' Protective Liability
 - vii. Personal Injury Liability (with deletion of the exclusion for liability assumed under contract);
 - viii. Severability of Interest Clause;
 - ix. Aggregate Limits of Insurance shall apply separately to this project.
 - x. Waiver of Subrogation Endorsement
 - b. Limits of Liability
 - i. \$1,000,000 each occurrence Bodily Injury and Property Damage combined;
 - ii. \$1,000,000 for Personal Injury Liability;
 - iii. \$2,000,000 aggregate on Products-Completed Operations;
 - iv. \$2,000,000 general aggregate;
 - v. If either defense costs are included in the General Aggregate limit or if the General Aggregate limit does not apply separately to this project, then the required General Aggregate limit shall be \$3,000,000. This can be accomplished by a \$2,000,000 Umbrella/Excess Policy.
3. **Automobile Liability Insurance**, including:
 - a. Coverage on all owned, non-owned and hired automobiles;
 - b. Limit of liability shall not be less than \$1,000,000 Combined Single Limit;
4. A "Modified Occurrence" form is not acceptable.
5. The "Claims Made" form of policy is only acceptable for Professional or Pollution Liability, and for General Liability with prior written consent of Contractor.
6. **Aircraft Insurance:**

If the Subcontractor or his Subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$5,000,000 per occurrence including Passenger Liability and coverage for damage to cargo. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
7. **Umbrella/Excess Limits**

If higher limits or other forms of insurance are required by either the Owner or the Contractor, the Subcontractor will comply with such requirements. Subcontractors are required to have \$1,000,000 Umbrella or Excess.
8. **Riggers Liability Insurance:**

If the Subcontractor or its subcontractor's work involves the rigging, hoisting, lowering, raising or moving of property or equipment, they shall carry Riggers Liability Insurance to insure against physical loss or damage to this property or equipment.
9. **Certificates of Insurance:**

Certificates of insurance shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. The certificate of insurance will evidence the terms in Sections 1, 2 and 14 of this Addendum and comply with the



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Exhibit "D"

CONDITIONS OF INSURANCE

attached sample certificate. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. In the event Subcontractor does not comply with the requirements of this section, Contractor, at its option, may provide insurance coverage to protect its interests and charge the Subcontractor for the cost of that insurance or Contractor may terminate this Agreement. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Copies of policies shall be furnished upon request.

10. Insurance Requirements for Sub-subcontractors:

Subcontractor shall ensure that all tiers of its Subcontractors shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth in Paragraph "14." Copies of Certificates of Insurance shall be provided by each Sub-subcontractor to Contractor prior to the start of their work on this project.

11. Professional Liability Exposure:

A Professional Liability Insurance Policy with limits of \$ 1,000,000 per claim shall be carried by Subcontractor or its Sub-subcontractor if work under this subcontract includes professional or design-build services. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project. Coverage must allow for the reporting of claims for 2 years following completion of the work.

12. Hazardous Materials and Pollution Liability:

If Subcontractors or their Subcontractors are either required to perform remediation of hazardous materials such as asbestos containing materials, contaminated soil, etc., or if their operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as additional insured.

If Subcontractor or their Subcontractors haul hazardous waste, they must carry Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include MCS 90.

13. Builder's Risk Insurance:

Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner(s) for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have in the proceeds reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

Builders Risk insurance will be purchased by Owner(s) or Contractor and will provide coverage for Subcontractor for loss or damage to Subcontractor's work at jobsite. Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor not to exceed \$10,000.

14. Subcontractor's Property:

Subcontractors of every tier shall procure and maintain at its own expense property and equipment insurance for Subcontractor's tools, equipment, temporary structures, property or work in transit and/or in temporary storage.

15. Additional Insured Endorsement:

With respect to whichever General Liability policy form is furnished as required above, the subcontractor shall add the Contractor, its officers, directors and employees the Owner, and any other parties as required by contract as additional insureds by use of Insurance Services Form CG 20 10 11/85 or an equivalent combination to include CG 2037 10/01 or CG2026 11/85 as published by ISO (or equivalent). The policy shall be endorsed to stipulate that the insurance afforded the Contractor, its officers, directors and the employees and the Owner as additional insureds shall apply as primary insurance and that any other insurance carried by the Contractor, its officers, directors and employees or the Owner shall be excess only and shall not be called upon to contribute with this insurance. The Additional Insured Endorsement shall be provided to the Contractor before any work is commenced hereunder by the Subcontractor. Should subcontractor desire, their Insurer may provide that coverage apply for " ALL OPERATIONS PERFORMED UNDER WRITTEN CONTRACT FOR FISHER DEVELOPMENT INC." in lieu of a separate endorsement for each project.

16. Maintenance of Certificates of Insurance & Endorsements:

No work shall be performed at the project site until said certificates and endorsements have been furnished and approved, Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Contractor may take such steps as are necessary to assure subcontractor's compliance with its obligations under this Exhibit. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Subcontract. Certificates shall be provided for one year following the



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completion of the Project or the end of the Warranty Period, whichever is later.

17. Subcontractor Responsibility:

Failure of contractor to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver of enforcement of any of these provisions at a later date in the performance of this agreement. Any exceptions to the provisions of this Exhibit must be delineated in the contract documents. Subcontractors obligations for loss or damage arising out of Subcontractors work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractors liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate to Subcontractors requirements. Subcontractor is solely responsible to inform itself of amounts and types of insurance it may need beyond these requirements to protect itself from loss, damage or liability.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

Insurance Broker
Address
City, State, Zip Code
Telephone Number

INSURED

Subcontractor Name
Address
City, State, Zip Code

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.

INSURERS AFFORDING COVERAGE

Table with 3 columns: INSURER A/D, INSURANCE COMPANY, BEST RATING

COVERAGES

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 THIS 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: Insr. Ltr., Type of Insurance, Policy Number, Policy Effective Date, Policy Expiration Date, Limits. Rows include General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers' Compensation and Employers' Liability, and Other.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project Name and Number: Job # Client Name. and (OWNER) are Additional Insureds per attached Endorsement. Coverage is Primary and Non-Contributory with any carried by XXXXXXXX and (OWNER) per attached Endorsement. Waiver of Subrogation applies in favor of Fisher Development. and (OWNER) per attached Endorsement.

CERTIFICATE HOLDER

Fisher Development, Inc.
1485 Bayshore Blvd
San Francisco, CA 94124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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

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

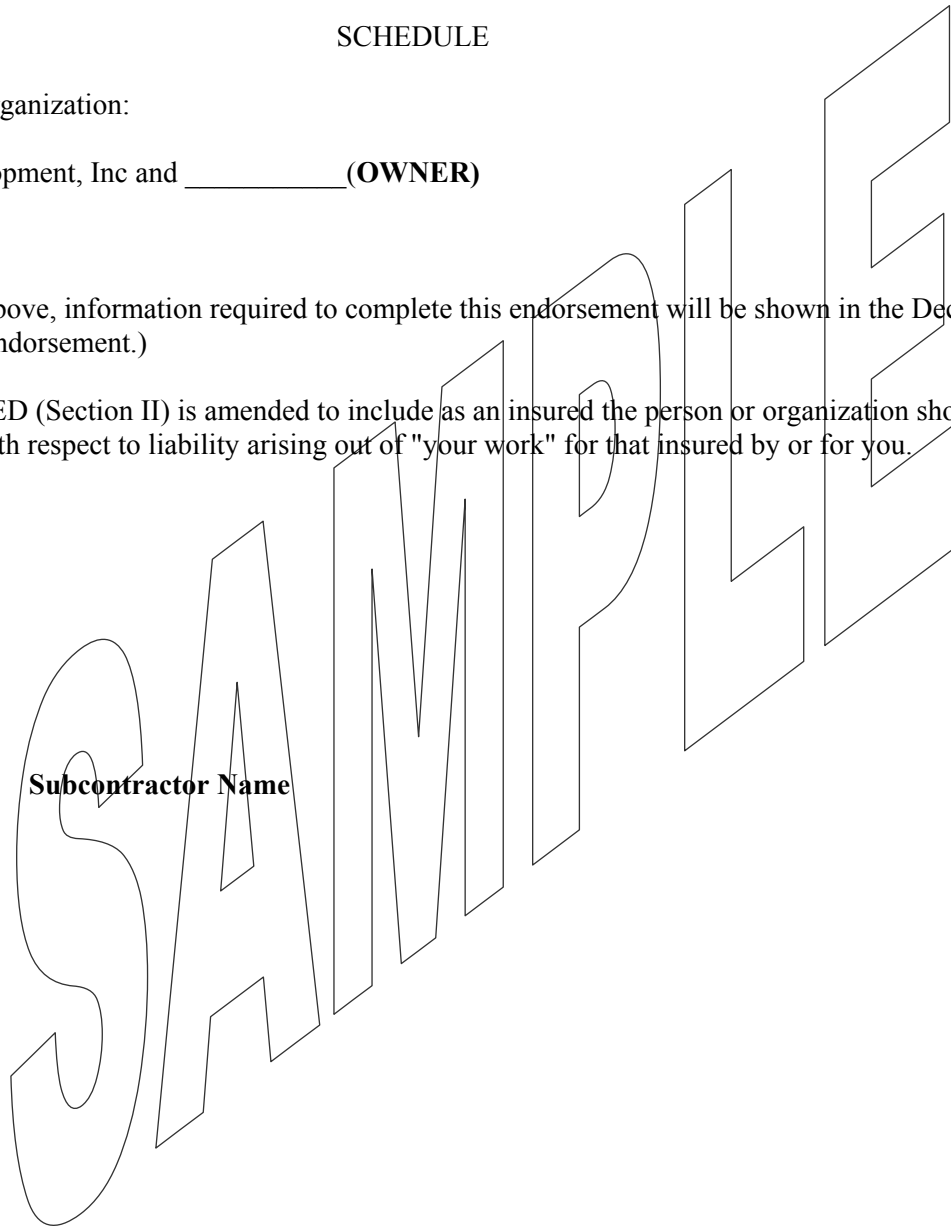
Name of Person or Organization:

Fisher Development, Inc and _____(OWNER)

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

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.

NAMED INSURED: **Subcontractor Name**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance is primary for 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. Other insurance afforded to that insured will apply as excess and not contribute as primary to the insurance afforded by this endorsement.

All other endorsements, provisions, conditions, and exclusions of this insurance shall remain unchanged and apply to the additional insured described below.

SCHEDULE

ADDITIONAL INSURED

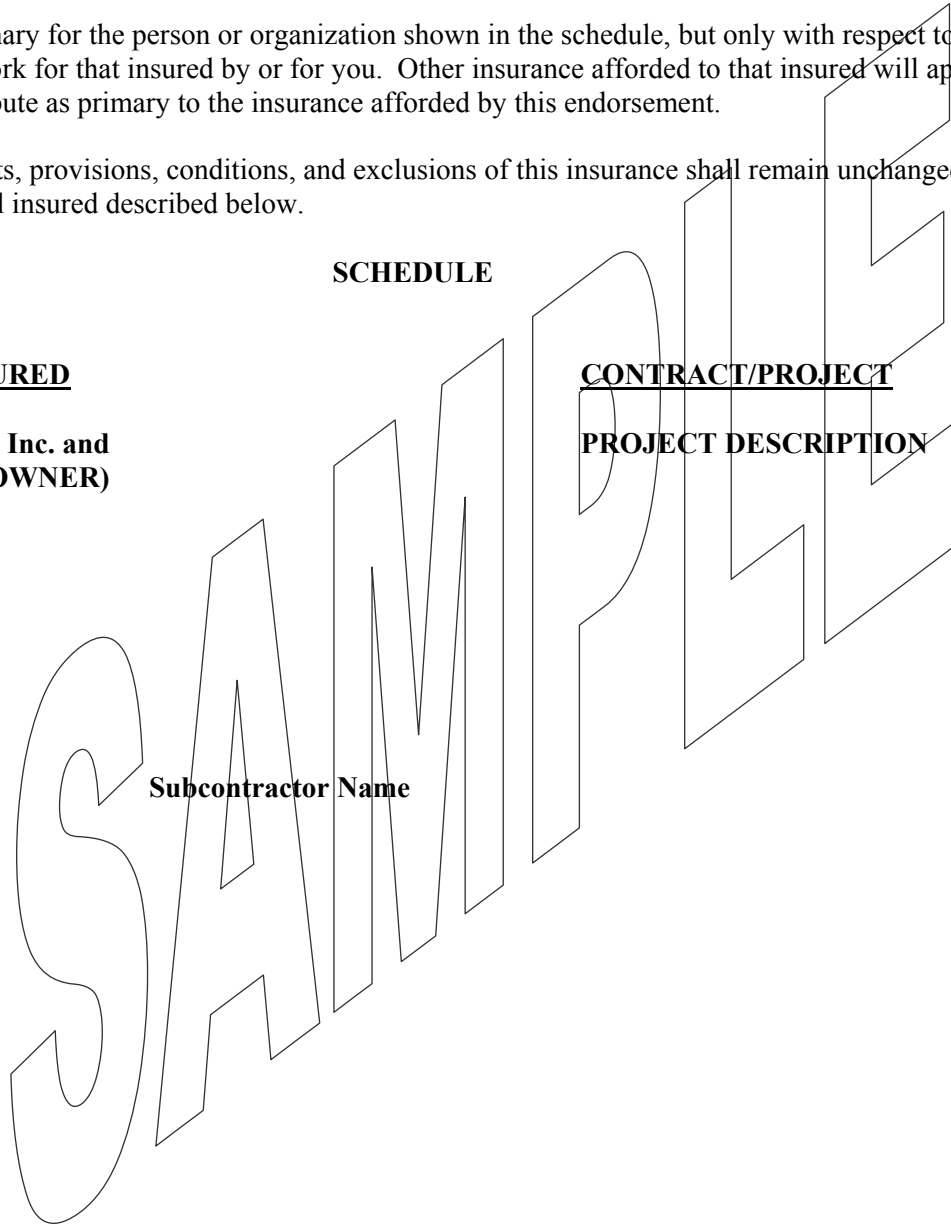
**Fisher Development, Inc. and
_____ (OWNER)**

CONTRACT/PROJECT

PROJECT DESCRIPTION

NAMED INSURED:

Subcontractor Name



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Fisher Development Inc. and _____ (OWNER)

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

NAMED INSURED: **Subcontractor Name**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___% of the workers' compensation premium otherwise due on such remuneration.

Minimum Premium: \$ _____

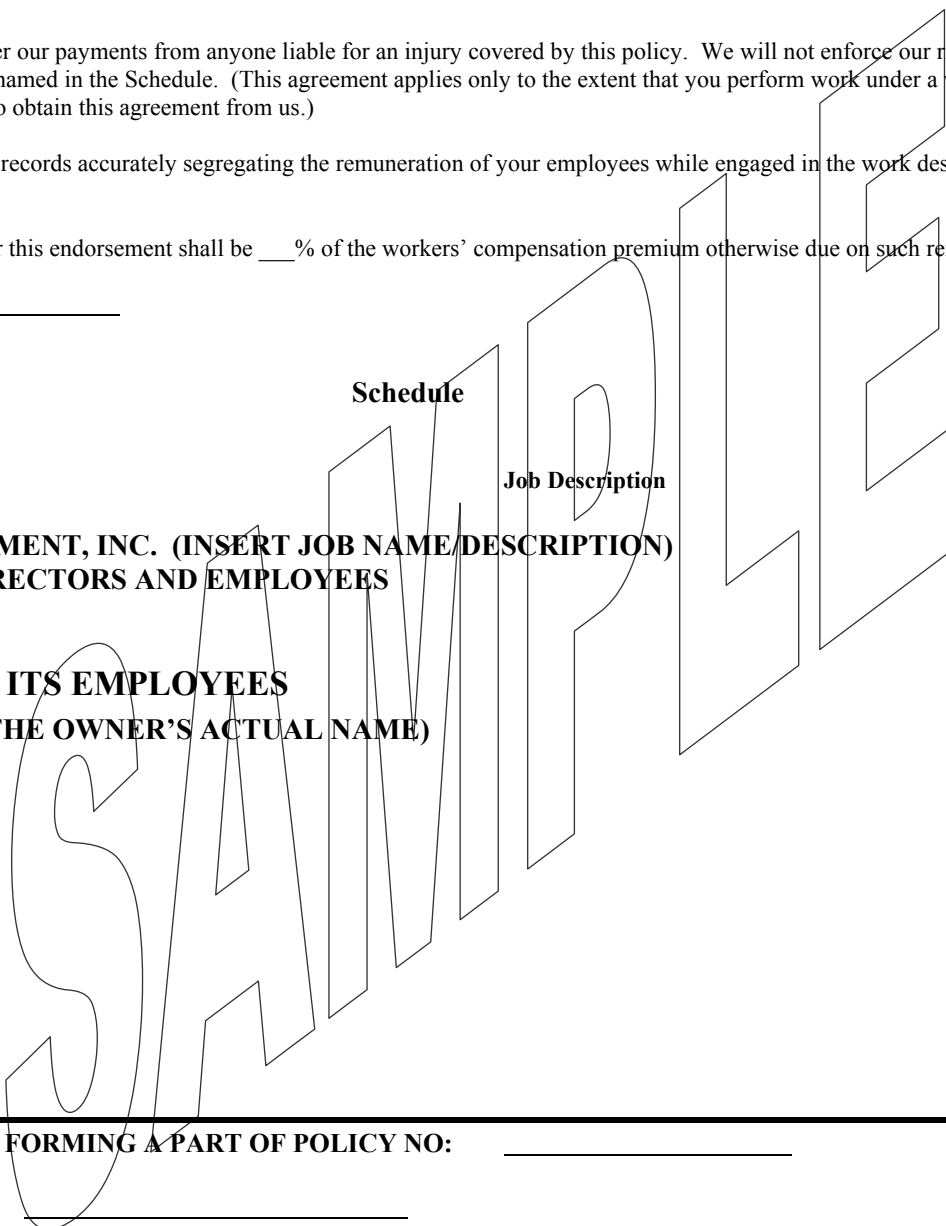
Schedule

Person or Organization

Job Description

**FISHER DEVELOPMENT, INC. (INSERT JOB NAME/DESCRIPTION)
ITS OFFICERS, DIRECTORS AND EMPLOYEES**

**The Owner, AND ITS EMPLOYEES
(PLEASE INSERT THE OWNER'S ACTUAL NAME)**



ATTACHED TO AND FORMING A PART OF POLICY NO: _____

NAMED INSURED: _____

EFFECTIVE DATE OF ENDORSEMENT: _____

ENDORSEMENT NO: ___ **PAGE 1 OF 1** **DATE OF ISSUE:** _____