

SUBCONTRACTOR INSURANCE REQUIREMENTS

PLEASE E-MAIL A CURRENT INSURANCE CERTIFICATE & ENDORSEMENTS TO subinsurance@accoes.com. This Exhibit "D" supercedes any conflicting language contained in Section 18 of the Subcontract Agreement. Our requirements are as follows:

1. The certificate holder shall be shown as **ACCO Engineered Systems, Inc.**

Cert Holder: ACCO Engineered Systems, Inc.
Attn: Purchasing Department

888 East Walnut Street Pasadena, CA 91101

- 2. Subcontractor will furnish contractor with Certificates of Insurance issued by the subcontractor's insurance carrier and countersigned by an authorized agent or representative of the insurance company.
- 3. Certificates and endorsements must reference a Specific Job or <u>All Operations</u>. For job specific certificates, the job number and project name must be referenced under "Description of Operations" on the Certificate.
- 4. Commercial General Liability (CGL): with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 Annual Aggregate Limit

\$2,000,000 Products-Completed Operations Limit

- 5. The General Aggregate Limit shall apply separately to each project.
- Auto Liability combined single limit of \$1,000,000, each occurrence, bodily injury or property damage (Auto coverage shall be provided for owned, hired, and non-owned autos). If you are hauling hazardous materials, you must have \$1,000,000 Combined Single Limit for Bodily Injury and Property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948.
- Worker's Compensation and Employer's Liability Statutory/combined single limit of \$1,000,000.
 Washington, Ohio, Wyoming, and North Dakota (ONLY) stop gap coverage and/or a certificate from the state showing proof of coverage is reauired.
- 8. Excess Liability must be at least \$4,000,000.
- 9. The certificates shall show that the insurance will not be canceled, altered or reduced without thirty (30) days prior written notice to the contractor. Certificates of insurance with "endeavor to" or alike in the cancellation paragraph are not acceptable.
- 10. <u>Cert Holder MUST</u> be named as an additional insured on General Liability (Endorsement No. CG 10 10 11/85 or equivalent), Auto Liability policies and Umbrella and/or Excess Liability policies.
- 11. <u>Additional Insured Endorsement</u>: Additional Insured Endorsements must be provided for the General Liability Policy and the Auto Liability Policy. (Endorsement No.: CG 2010 11/85 <u>OR</u> CG 2010 7/04 <u>AND</u> CG 2037 7/04 <u>OR</u> equivalent must be attached.) To the extent insurance is required under items 4, 6, 8, 16, and 17 you must name the Contractor, Prime Contractor, and the Owner as additional insureds.
- 12. <u>Primary and Non-Contributing Endorsement</u>: Either in the additional insured endorsement or a separate endorsement, coverage must provide that insurance is "primary to and non-contributing" with any other insurance or self-insurance maintained by Contractor and/or any additional insured.
- 13. Completed Operations Endorsement: A Completed Operations endorsement for at least ten (10) years must be provided for General Liability. (Endorsement No.: CG 2010 11/85 OR CG 2037 7/04 OR equivalent must be attached.)
- 14. <u>Waiver of Subrogation</u>: "Waiver of Subrogation Endorsements" are required for Workers Compensation & Employers Liability, General Liability, and Automobile Liability.
- 15. <u>Professional Liability</u>: If you are doing any design work, construction management, site surveys, soil testing or are an engineering firm, you will need to provide \$1,000,000 coverage for Professional Liability/Errors and Omissions. Coverage shall provide a minimum of two (2) years of coverage following the completion of the project.
- 16. <u>Pollution Liability</u>: If you or your subcontractors/suppliers perform remediation of hazardous material, or your operations generate an exposure to hazardous materials, you are required to provide a "Contractor's Pollution Liability" policy with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 17. Rigger's Liability and Aircraft Liability: If your work involves the moving, lifting, lowering, rigging or hoisting of property or equipment, please provide Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment. If you (or your subcontractors or suppliers, regardless of tier) use any owned, leased, borrowed, chartered or hired aircraft of any type in the performance of this subcontract you/they shall maintain Aircraft Liability insurance in an amount of not less than \$10,000,000 per occurrence, including Passenger Liability. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
- 18. <u>Severability of Interest Provision</u>: Each liability policy shall include a Severability of Interest provision clarifying that, except with respect to the coverage limits, insurance shall apply to each insured as though a separate policy were issued to each.
- 19. Wrap-Up Insurance Programs: If there is a Wrap-Up Insurance Program utilized on the project (i.e.: OCIP, CCIP, UCIP, PLP, etc..), you are required to provide a certificate of insurance listing offsite coverage for liabilities included in the Wrap-Up and normal coverage for liabilities not covered by the Wrap-Up. All above listed endorsements are still required to be submitted with the certificate.

Please note that if the above insurance requirements are not exact, they will be returned and

NO PAYMENTS WILL BE RELEASED UNTIL THE CERTIFICATES ARE IN ORDER.

If you have any questions, please call (818) 244-6571 and ask to speak with Anastasia Johnson, Ext. 2295, subinsurance@accoes.com.



SUBCONTRACTOR INSURANCE REQUIREMENTS

INSURANCE SUBMISSION CHECKLIST:

Insurance must be emailed to	o subinsurance@accoes.com.
Certificate Holder:	ACCO Engineered Systems, Inc. Attn: Purchasing Department 888 East Walnut Street Pasadena, CA 91101
Description of Operations:	All Operations, or equivalent (for instance, "Per written agreement;" or variation thereof.) OR ACCO Job Number and ACCO Project Name
\$2,000,000 Annua	Occurrence Limit al & Advertising Injury Limit
*all endorsements Addition Complet Waiver of Primary	ral Liability Endorsements: must list the policy number they are endorsing al Insured Endorsement (Example on Page 4) ed Operations Endorsement (Example on Page 5) of Subrogation Endorsement(Example on Page 6) and Non-Contributory Statement/Endorsement (Example on Page 7) ext Aggregate checked off under General Liability on the Certificate (Example on Page 3)
Auto Liability Coverage: Combined Single I	Limit of \$1,000,000
☐ Addition	orsements: must list the policy number they are endorsing al Insured Endorsement (Example on Page 8) of Subrogation Endorsement (Example on Page 9)
Excess Liability Coverage: Each Occurrence L	Limit At Least \$4,000,000
Workers Compensation Lie Statutory/Combine	ability Coverage: d Single Limit of \$1,000,000
*all endorsements	ation Liability Endorsements: must list the policy number they are endorsing of Subrogation Endorsement (Example on Page 10)
	BELOW MUST BE SUPPLIED IF APPLICABLE
site surveys, soil testing or co	rage: ring, design/build (includes mechanical, structural, plumbing, and fire sprinkler systems work), construction management, onsulting services—you must provide: e Limits Not Less Than \$3,000,000
Contractor's Pollution Lial If you are performing remed: Coverage	ation of hazardous material, or if your operations create an exposure to hazardous materials—you must provide:
	al (including, without limitation, waste), you must carry: 000,000 Combined Single Limit for Bodily Injury and Property damage applicable to all hazardous waste hauling vehicles
	e: noving, lifting, lowering, rigging or hoisting of property or equipment (aka- Rigging or Crane work)—you must provide: Liability to insure against physical loss or damage to the property or equipment
	ervices—you must provide: Liability to insure against physical loss or damage to the property or equipment Liability in an amount of not less than \$10,000,000

EXAMPLE COI & ENDORSMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s	i).			
PRODUCER AON Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	(866) 283-7122	FAX (A/C. No.): (847)	953-5390
Suite 2600 Los Angeles CA 90017-0460 USA	7.33.1330.	INSURER(S) AFFORDIN	G COVERAGE	NAIC#
INSURED	INSURER A:	XL Specialty Insur	ance Co	37885
Example Company, Inc. 123456 MadeUp Lane	INSURER B:	Greenwich Insuranc	e Company	22322
Freedonia, MS 10000	INSURER C:	Firemans Fund Ins	Co	21873
	INSURER D:			
	INSURER E:			
	INSURER F:			
COVERAGES CERTIFICAT	E NUMBER: 570048777353	REVIS	ION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSU	RANCE LISTED BELOW HAVE BEEN ISS	UED TO THE INSURED N	AMED ABOVE FOR T	HE POLICY PERIOD

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requester.

	CLUSIONS AND CONDITIONS OF SUCH					LIIIII SIIOW	n are as requested
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
В	GENERAL LIABILITY		RGD500015005	10/01/2012	10/01/2013	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000
В	AUTOMOBILE LIABILITY		RAD500014905	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	
	AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
С	X UMBRELLA LIAB X OCCUR		SU000048636153	10/01/2012	10/01/2013	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
	DED RETENTION			10 (01 (2012	10 (01 (2012		
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		RWD500014805	10/01/2012	10/01/2013	X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Must specify ACCO Job No. and Job Name - OR - ALL OPERATIONS

CERTIFICATE HOLDER CANCELLATION

ACCO Engineered Systems, Inc. 888 East Walnut Street Pasadena, CA 91101 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Insurance Services West, Inc.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Policy Number: RGD500015005

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations	
Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by this Policy but only to the limit and scope of insurance agreed by the Named Insured	Per Schedule on file with company	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- **A. Section II Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - **2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations	
Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by this Policy but only to the limit and scope of insurance agreed to by the Named Insured.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Where required by written contract or agreement executed prior to loss (except where permitted by law).

(Information required to complete this Schedule, if not shown above will be shown in the Declaration)

The following is added to Paragraph B. Transfer of Rights of Recovery Against Others to Us of Section IV – Conditions:

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.

ENDORSEMENT # 008

This endorsement, effective 12:01 a.m., October 1, 2012 forms a part of

Policy No.: RGD500015005 Issued to: ACCO ENGINEERED SYSTEMS, INC.

By: Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RGD500015005

CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form Garage Coverage Form Motor Carrier Coverage Form Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date:	
October 1, 2012	
Named Insured:	
ACCO ENGINEERED SYSTEMS, INC.	

SCHEDULE

Name of Person(s) or Organization(s):	
Where required by written contract or agreement executed prior to loss.	

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

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to extent that person or organization qualifies as an "Insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: RGD500015005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on inception date of the policy unless another date is indicated below.

Named Insured:	ACCO ENGINEERED SYSTEMS, INC.
Endorsement Effective Date:	October 1, 2012

SCHEDULE
Name of Person(s) or Organization(s):
Where required by written contract or agreement executed prior to loss (except where not permitted by law).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
All other terms and conditions remain the same.
(Authorized Representative)

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for 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 your perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement effective October 1, 2012

Policy No. RWD500014805 Endorsement No.

Insured: ACCO ENGINEERED SYSTEMS, INC.

Insurance Company
XL Specialty Insurance Company