

## **SUBCONTRACTOR'S INSURANCE**

**Subcontractor** shall maintain at all times beginning with inception of this **Agreement**, during the work of this **Agreement**, and thereafter if required to return to the **Project** for any reason, policies of insurance, written by an insurance company with an A.M. Best's rating of A-VII or higher, with the following minimum limits and including the following specified coverage requirements:

- a) Worker's Compensation including Occupational Disease insurance meeting all statutory requirements of the State in which the work is to be performed together with a Broad Form All States Endorsement and containing Employers' Liability insurance in an amount of at least \$1,000,000. If required by **Contractor**, **Subcontractor** shall provide a waiver of subrogation at **Contractor's** expense. **Subcontractor** is responsible to carry "Marine Coverages" if required by federal and/or state laws.
- b) Comprehensive Auto Liability on an occurrence basis covering all Owned, Non-Owned, and Hired Vehicles for limits of liability of at least \$1,000,000. If **Subcontractor** at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage.
- c) Comprehensive General Liability insurance on an occurrence basis, providing coverage for a combined single limit for Bodily Injury, Personal Injury, including its employees, and Property Damage, of at least \$1,000,000 for each occurrence and \$2,000,000 General Aggregate. Umbrella/Excess Insurance may be used to satisfy these limits. This policy must provide Premises-Operations, Elevators, Independent Contractors, Broad Form Property Damage, Hostile Fire Pollution, Contractual Liability, and Products & Completed Operations coverages (which shall be maintained for a period of not less than two years after substantial completion of the project or for such longer period as may be required by the **Subcontract Documents**). Explosion, Collapse, and Underground Exclusions must be deleted when applicable to operations performed by **Subcontractor**.

**Subcontractor** shall cause this policy to be endorsed, *effective as of the date of this Agreement*, by the insurance company providing coverage to include the following items:

- 1) **Contractor**, **Owner**, and any others required in the contract documents shall be named as ADDITIONAL INSUREDS under the policy per ISO form CG 2010-1185 or acceptable equivalent.

In the event of a loss or claim of an additional insured where the absence of the requested form would serve to deny coverage, it is understood and agreed that the contractual liability coverage requirements of this Exhibit shall be triggered and shall require immediate defense and indemnity as set forth in Article 12.1

- 2) This insurance shall be considered PRIMARY insurance and any other insurance carried by the ADDITIONAL INSUREDS will be excess and shall not contribute to any losses arising out of **Subcontractor's** work.

- 3) A 30-day advance notice of cancellation to all additional insureds.
  - 4) If **Subcontractor's** liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
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- d) Umbrella/Excess Insurance may be used to satisfy the required limits of insurance. Coverage shall apply to all the same risks as the underlying insurance policies listed above. All requirements listed in paragraph 2(c) shall apply to this insurance.
  - e) **Contractor** reserves the right to require higher limits for specific exposures.
  - f) Subcontractors performing Grading, Earthwork and/or Underground Utility activities shall **NOT** have risks relating to SUBSIDENCE excluded from coverage under their general liability and umbrella/excess policies.
  - g) The insurance coverages and limits required above shall not limit the extent of **Subcontractor's** responsibilities and liabilities specified within the **Subcontract Documents** or by law. **Contractor** makes no representation that coverage and limits required in this Exhibit "C" will necessarily be adequate to protect **Subcontractor**, and such coverage and limits shall not be deemed as a limitation on **Subcontractor's** liability under the indemnities granted to **Contractor** in the **Agreement**.
  - h) If **Subcontractor** employs sub-subcontractors in the performance of its work, **Subcontractor** agrees to obtain equivalent insurance provisions from its sub-subcontractors as required under this **Agreement** and provide a copy of their certificate of insurance to **Contractor**.
  - i) All subcontractors performing DESIGN, ENGINEERING, SURVEYING, TESTING, or other PROFESSIONAL services shall carry PROFESSIONAL LIABILITY (Errors and Omissions) insurance. **This policy shall provide at least \$1,000,000 coverage. Subcontractor** shall provide a certificate of insurance confirming such coverage to **Contractor** prior to its start of work.
  - j) CERTIFICATES OF INSURANCE evidencing complete compliance with all of the provisions of this Section (Subcontractor's Insurance), **effective as of the date of this "Agreement"**, shall be submitted by **Subcontractor** to "**Contractor**" prior to commencing any work on the project. Receipt and acceptance of all proper CERTIFICATE(S) OF INSURANCE is a prerequisite to all payments to Subcontractor.
  - k) The words "endeavor to" and "but failure to mail such notice" on a certificate of insurance shall impose no obligation or liability of any kind upon **Contractor**, its agents or representatives and shall be deleted from the certificate form's cancellation provision. Failure of **Contractor** to

demand such certificate or other evidence of full compliance with these insurance requirements or failure of **Contractor** to identify a deficiency in the form that is provided shall not be construed as a waiver of **Subcontractor's** obligation to maintain such insurance.

- l) **OPTIONAL - ALL OPERATIONS CERTIFICATES** – As a courtesy to **Subcontractor**, If **Subcontractor** has previously submitted, or hereafter submits, proper certificates of insurance for ALL OPERATIONS performed by **Subcontractor** on behalf of **Contractor** and all others required by the **Subcontract Documents**, such certificate shall be acceptable to **Contractor** as having met the above requirements as long as all appropriate coverages and endorsements are included therewith. If the **Subcontract Documents** require special certificates, or endorsements on behalf of the **Owner**, or any others, then separate certificates shall be issued by **Subcontractor**.
- m) **Subcontractor's** failure to maintain the insurance coverage required pursuant to this **Agreement** shall be deemed a **Subcontractor** default pursuant to Article 9 of the **Agreement**. In such event, **Contractor** may terminate this **Agreement** and obtain damages from **Subcontractor** resulting from said default. Alternatively, **Contractor** may purchase such required insurance coverage and without further notice to **Subcontractor**, **Contractor** may deduct from sums due to **Subcontractor** any premium costs advanced by **Contractor** for such insurance.
- n) **Subcontractor** shall provide certified copies of all insurance policies required above within 10 days of **Contractor's** written request for same.