Project:

Subcontractor:

Insurance Required By The Subcontractor

Prior to the commencement of the work, the subcontractor shall purchase and maintain during the term of the project such insurance as will protect him, The Prime Contractor, The Owner and the Engineer from claims arising out of the work described in the above mentioned subcontract and performed by the Subcontractor consisting of;

1. The Subcontractor shall name, Company, as an additional insured.

2. Worker’s Compensation Insurance, including Employer’s Liability to cover employee injuries or disease compensable under the Worker’s Compensation Statutes of the State in which work is conducted under the Subcontract.

3. A Comprehensive General Liability Policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

a. All premises and operations;

b. Explosion, collapse, and underground damage;

c. Contractor’s protective coverage for independent contractors of subcontractors employed by him.

d. Contractual liability for the obligation assumed in the indemnification or Hold Harmless

Agreement found hereinafter;

e. The usual Personal Injury Liability endorsement;

f. Products and Completed Operations Coverage. This coverage shall extend through the contract guarantee period.

4. A Comprehensive Automobile Liability Policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.

5. Umbrella of Excess Liability – The Prime Contractor may at our option, request an Umbrella or Excess

Liability Policy equal to the total limits requested.

Limits of Liability – Minimum required insurance limits (coverage on an occurrence basis:)

Commercial General Liability

2,000,000 Products/Completed Operations Aggregate

2,000,000 General Aggregate

1,000,000 Any One Occurrence

1,000,000 Any One Person or Organization

Automobile Liability (Comprehensive Coverage)

1,000,000 Each Accident

Commercial Excess Liability – “Umbrella” – (if requested)

1,000,000 Products/Completed Operations Aggregate

1,000,000 General Aggregate

1,000,000 Any One Occurrence

1,000,000 Any One Person or Organization

Employers Liability (Coverage “B” on the Worker’s Compensation Policy)

500,000 Each Accident

500,000 Each Employee for Injury by Disease

500,000 Aggregate for Injury by Disease

Project:

Subcontract:

Subcontractor:

For higher hazard operations, the Subcontractor should have limits commensurate with the exposure.

6. Certificates of Insurance must state WILL BE notified

30 days in advance in the event of cancellation.

7. The insurance of the Subcontractor shall be primary

8. The Subcontractor further agrees to indemnify Prime Contractor, Owner, and each person or entity whom Subcontractor may be obligated to indemnify under the General Contract and to hold each of them forever harmless from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of Subcontractor’s work and in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, by any act, omission, fault, or breach of Subcontractor or of anyone acting under its direction, control, or on its behalf, in connection with or incident to the work of Subcontractor and regardless whether directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned, or contributed to in part by a party indemnified hereunder or by anyone acting under their direction, control, or on their behalf. In the case of any claims against Contractor, Owner each person or entity whom Contractor may be obligated to indemnify under the General Contract, or their agents or employees by any employee of Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under Worker’s Compensation Acts, disability benefit acts, or other employee benefit acts, Subcontractor’s indemnity hereunder shall not be applicable to any liability caused by the solo negligence of Contractor.

Subcontractor shall further indemnify and hold Contractor and its surety, if any, completely harmless from and against any and all claims, suits, actions, demands, damages, judgments, liabilities, interest, attorney fees (including reasonable actual attorney fees incurred by Contractor), costs or expenses of any nature arising out of or relating to Subcontractor’s failure to fully pay or discharge any debt of Subcontractor to any sub subcontractor or supplier for labor, equipment, materials or supplies furnished for performance or the work hereunder.

Prime Contractor: Company

By: Witness:

Title:

Date:

Subcontractor:

By: Witness:

Title:

Date: