



Subcontract Insurance Requirements

1. SUBCONTRACTOR shall at all times and at SUBCONTRACTOR'S sole expense be covered with insurance covering the Work and the work of others for which SUBCONTRACTOR is legally liable, in amounts equal to the minimums set forth below:
 - a. State Worker's Compensation as required by statute
 - b. Employer's Liability Insurance:
 - i. Bodily injury by accident \$1,000,000 per accident
 - ii. Bodily injury by disease \$500,000 policy limit
 - iii. Bodily injury by disease \$1,000,000 per employee
 - iv. Waiver of Subrogation Clause in Favor of CONTRACTOR, and the OWNER.
 - v. No waivers of State Worker's Compensation will be accepted. A fully in force policy must be submitted.
 - c. General Liability – Endorsements:
 - i. Comprehensive Occurrence Form
 - ii. Independent Contractors
 - iii. Premises – Operations
 - iv. Underground Explosion and Collapse Hazard (applicable to excavating, footings and foundations, etc.)
 - v. Combined Single Limit Bodily Injury and Property Damage \$1,000,000 per occurrence, \$2,000,000 annual aggregate, on a per Project aggregate endorsement.
 - vi. Contractual Liability
 - vii. Broad Form Property Damage of \$1,000,000 per occurrence
 - viii. Products- Completed Operations Coverage
 - ix. CONTRACTOR and Owner shall be named as additional insureds for ongoing construction operations and completed operations, and shall provide coverage for liability arising out of SUBCONTRACTOR's negligent acts and omissions.
 - x. Waiver of Subrogation Clause in Favor of CONTRACTOR and OWNER.
 - d. Automobile Liability
 - i. 1. Any auto - combined single limit \$1,000,000
 - ii. Non-Owned and Hired Auto - \$1,000,000
 - iii. Waiver if Subrogation Clause in Favor of CONTRACTOR and OWNER
 - e. Professional Liability
 - i. If SUBCONTRACTOR is providing (either directly or indirectly) any professional service in connection with the Work, SUBCONTRACTOR must provide or cause the professionals to provide Professional Liability coverage in an amount not less than \$1,000,000 per occurrence.
 - ii. Claims Made coverage is acceptable for professional liability coverage as long as that coverage is maintained for at least 5 years following the Work.
2. All insurance required under Section 28.1 above shall be in forms, amounts and underwritten by insurance companies satisfactory to CONTRACTOR. Before SUBCONTRACTOR performs any Work at, or prepares or delivers materials to the Project, SUBCONTRACTOR shall furnish certificates of insurance evidencing the above insurance coverage and such certificates shall provide that the insurance is in force and will not be canceled without (30) day's written notice to CONTRACTOR. SUBCONTRACTOR shall maintain and evidence with a certificate of insurance, all coverage in force until the Work under this Agreement is fully completed and for 1 year following the work. The requirement of carrying the insurance shall not derogate from the provisions for indemnification of CONTRACTOR by SUBCONTRACTOR under this Agreement. At the CONTRACTOR'S sole discretion certified copies of subject insurance policies evidenced and in addition to the certificates will be furnished by SUBCONTRACTOR to the CONTRACTOR upon written request. If SUBCONTRACTOR fails to procure, maintain or evidence any insurance required under this agreement CONTRACTOR may (but shall not be obligated to) procure such insurance and charge the expense to SUBCONTRACTOR or CONTRACTOR may terminate this agreement. CONTRACTOR'S failure to enforce any of the insurance provisions in Section 28 shall not act, as a waiver of SUBCONTRACTORS obligation to procure required insurance coverage