

SUBCONTRACTOR INSURANCE REQUIREMENTS

The Subcontractor shall purchase insurance as described below in a company or companies acceptable to the Contractor. Such insurance shall be written for not less than the limits specified below, or the minimum limits specified in the prime contract, whichever requirement is greater. Coverages shall be kept in force without interruption from the date of commencement of the work until final payment and termination of any coverage required to be maintained after final payment.

Workers Compensation

Statutory coverage

Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Aggregate For Injury By Disease

\$1,000,000 Each Employee For Injury By Disease

Commercial General Liability including Premises and Operations, XCU covering explosion, collapse and underground hazards, Independent Contractors Protective, Products and Completed Operations, Blanket Contractual Liability, Personal Injury and Broad Form Property damage.

\$1,000,000 Any One Occurrence (Coverage A)

\$1,000,000 Any One Person or Organization (Coverage B)

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

Commercial General Liability insurance shall be written on an “occurrence” basis. General Aggregate limit shall apply on a per project basis. Contractor, General Contractor, Owner, Architect and all other parties required of the General Contractor or Owner, shall be included as insureds, using ISO Additional Insured Endorsement CG 20 10 (10 01) AND CG 20 37 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. Additional Insured coverage shall apply as **primary and noncontributing** insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Subcontractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 5 years after completion of the Work. Preferably for the full statute of repose (12 years in PA).

Comprehensive Automobile Liability including coverage for owned, hired and non-owned vehicles.

\$1,000,000 each accident

Contractor, General Contractor, Owner, Architect and all other parties required of the General Contractor or Owner shall be included as insureds on the auto policy.

Umbrella Liability

\$5,000,000 Products/Completed Operations Aggregate

\$5,000,000 General Aggregate

\$5,000,000 Any One Occurrence (Coverage A)

\$5,000,000 Any One Person or Organization (Coverage B)

Umbrella liability insurance shall be written on an “occurrence” basis. Umbrella coverage must include as insureds all entities that are additional insureds on the subcontractor’s Commercial General Liability policy. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Commercial General Liability, Auto Liability or Employers Liability coverage maintained by the Subcontractor.

Waiver of Subrogation

Subcontractor waives all rights against Contractor, General Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above. The commercial general liability, commercial umbrella liability, business auto liability and workers compensation and employer's liability policies shall provide such waivers by endorsement or otherwise.

Certificate of Insurance

Subcontractor agrees to furnish an Acord Certificate of Insurance to the Contractor prior to commencement of work. Such certificate shall provide that the required insurance coverages will not be cancelled, non-renewed or materially changed unless at least thirty (30) days prior written notice is given to Contractor. Attached to each Certificate of Insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Also attached to each Certificate of Insurance shall be copies of the endorsements providing 30 Day Notice of Cancellation and Waiver of Subrogation for Workers Compensation, Commercial General Liability, Comprehensive Automobile Liability and Umbrella Liability.