

Attachment 5: Insurance Requirements

1. Casualty Insurance. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with companies acceptable to Contractor, as follows:

2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. **A Waiver of Subrogation endorsement in favor of the Contractor is required.** Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

i) If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3. **General Liability Insurance.** Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- ii) premises and operations
- iii) products and completed operations
- iv) contractual liability insuring the obligations assumed by Subcontractor in this Agreement
- v) broad form property damage (including completed operations)
- vi) explosion, collapse and underground hazards
- vii) personal injury liability
- vii) The limits of liability shall be not less than the amounts required of Subcontractor under the Contract Documents, but in no event less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury liability
- \$1,000,000 aggregate for products-completed operations
- \$2,000,000 general aggregate

ix) If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project, or if defense costs are included in the general aggregate limit, then each of the required aggregate limits shall be not less than \$2,000,000.

x) Contractor, its officers, directors and employees, and Owner shall be named as additional insured under the Comprehensive General Liability or Commercial General Liability policy for any liability arising out of the performance of the work. **The policy shall stipulate that the insurance afforded the additional insured shall apply as Primary insurance** and that any other insurance maintained by Contractor or Owner will be excess only and shall not be called upon to contribute with this insurance. **Coverage for the Contractor, its officers, directors and employees and the Owner as additional insured shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 11/85 or its equivalent (to be reviewed and approved by Contractor)** as published by the Insurance Services Office (ISO).

xi) Time Period of Coverage for Additional Insured. The Comprehensive General Liability or Commercial General Liability policy shall provide coverage for the Contractor, its officers, directors and employees and the Owner as additional insured for any and all liability otherwise covered by the policy for which a claim is made or a lawsuit for damages is filed prior to the expiration of the longest applicable statute of limitations associated with the Project, plus any tolling thereof.

xii) Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Contractor.

4. **Automobile Liability Insurance.** Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

5. Certificates of insurance, as evidence of the insurance required by this Agreement and including the required "additional insured" and "primary insurance" endorsements shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. All certificates shall be issued by an insurance company with an A.M. Best Company rating of B+X or better.

6. Contractor may take such steps as are necessary to assure Subcontractor's compliance with its obligations under this Attachment. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.

7. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by it in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.