SUBCONTRACTOR INSURANCE REQUIREMENTS

- 1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability during the term of this subcontract:
- 1 (a) Worker's Compensation statutory insurance as required by law and Employer's Liability in an amount of not less than:

\$ 500,000

Each Accident

\$ 500,000

Disease - Policy Limit

\$ 500,000

Disease - Each Employee

1 (b) Comprehensive General Liability insurance of not less than:

\$ 2,000,000

General Aggregate

\$ 1.000,000

Products and Completed Operations

\$ 1,000,000

Personal & Advertising Injury

\$ 1,000,000

Each Occurrence

Such insurance shall be extended on a "per project" limit and X, C, U exclusions must be deleted when applicable.

CONTRACTOR SHALL BE NAMED AS AN ADDITIONAL INSURED AND SHALL INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE CONTRACTOR.

Insurance shall be primary and non-contributory to any other insurance the Contractor may have.

- 1 (c) Automobile Liability insurance shall be maintained with minimum limits of :
 - \$ 1,000,000 Combined single limit and shall include hired and non-owned vehicles
- 1 (d) Property insurance shall be maintained by the subcontractor for materials and equipment purchased or in their care, custody and control for limits applicable to the value of the installation until such installation is complete. Subcontractor shall be responsible for any deductible portion of any and all claims.
- Subcontractor shall furnish a certificate of insurance on the most current edition of the ACCORD form as evidence of the specified insurance prior to any work being performed. SUCH INSURANCE SHALL HAVE A 30 DAY WRITTEN NOTICE OF CANCELLATION OF ANY OTHER MATERIAL CHANGE TO THE POLICY(S).
- 3 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract upon written request.
- 4 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

5 WAIVERS OF SUBROGATION

5.1 The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, subsubcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contractor or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.