

## Insurance and Indemnity for Subcontractor

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Parties to construction contracts are urged to consult their own attorneys as to the requirements under the laws of the specific states as the status of the construction-related anti-indemnity statutes per state.

- (a) **Subcontractor agrees to furnish contractor and the owner with a certificate of insurance evidencing insurance coverage prior to commencement of the work** for workers' compensation, employer's liability, commercial general liability insurance, automobile liability insurance and such other insurance as may be required by the contract documents at subcontractors' own expense.
- (b) The subcontractor's Worker's Compensation and Employer's Liability coverage as required by Paragraph (a) shall cover all Subcontractor's employees engaged in the performance of this subcontract in the amount required by the State Law where the work is being performed.
- (c) The subcontractor's commercial general liability insurance, as required by Paragraph (a), shall be written for not less than the following limits of liability:

General Liability:

General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Personal Injury Liability:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
<b>Per Project General Aggregate:</b>	<b>\$2,000,000</b>

- The commercial general liability aggregate limits must be at least \$2,000,000 per project using ISO form CG2503 (0397) or using substitute forms that provide equivalent coverage(s).
- Contractor and Owner (and any other entities required in master contract between owner and general contractor) shall be named as an additional insured for ongoing and completed operations using ISO form CG2010(1185) or a combination of ISO forms CG2010(1001) and CG2037(1001) or using substitute forms that provided equivalent coverage(s). Additional insured coverage shall apply as primary and non-contributory insurance with respects to any other insurance afforded to the Owner and Contractor.
- Include a Waiver of Subrogation on commercial general liability in favor of Contractor and Owner with respect to losses arising out of or in connection with the work.
- Carry additional insured completed operations insurance for 3 years or the length of the statute of limitations, whichever is greater.
- The additional insured endorsement and/or forms shall be attached to the certificate of insurance.

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- (d) The Subcontractor shall procure and maintain until the Project has been completed and accepted by the Owner, Comprehensive Automobile Liability Insurance for all owned, non-owned and hired vehicles with single combined limits of not less than One Million Dollars (\$1,000,000) per accident (combined bodily injury and property damage liability).
- (e) If for any reason the policy(s) are cancelled or non-renewed, it is the sole responsibility of the Subcontractor to notify the Contractor immediately of such cancellation notice.
- (f) Contractor and Subcontractor waive all rights of subrogation against each other and the Owner for damage caused by perils to the extent covered by property insurance (e.g. Builder Risk Insurance). Subcontractor shall be responsible for an insurance deductible caused by Subcontractor's operations.
- (g) To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor and Owner of all of their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance, or failure in performance, of the Subcontractor's work under this Subcontract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder. Furthermore, any and all claims against Contractor and Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Paragraph (e) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.



# SAMPLE CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>The Insurance Agent/Broker</b> <b>Insurance Agent Street Address</b> <b>City, State 88888</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(208) 445-5555</b>	<b>FAX (A/C, No): (208) 445-5555</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : The Cincinnati Casualty Co</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

<b>INSURED</b> <b>Your Company Name</b> <b>5555 Company Street Name</b> <b>City, State 88888</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GA233(0207) or equivalent <input checked="" type="checkbox"/> GA101(1204) or equivalent GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP0830820	10/25/2016	10/25/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY AA4171(1105) or equivalent <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY AA4172(0909) or equivalent			CPP0830820	10/25/2016	10/25/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPP0830820	10/25/2016	10/25/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	123456	01/01/16	01/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Project Name:**

Certificate Holder and Owner are included as additional insured with primary non-contributory wording and waiver of subrogation with respects to the general liability when required in a written contract or agreement.

<b>CERTIFICATE HOLDER</b> <b>ABC Construction Company</b> <b>1234 Eagle Road</b> <b>Eagle, ID 83616</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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