

## EXHIBIT "C" INSURANCE REQUIREMENTS

This Exhibit "C" is made part of the contract under the General Subcontract Provisions, Section 5A - Insurance. The Job Specific or All Operations insurance certificate submitted must meet Hazard Construction Company's insurance requirements. *SUBCONTRACTOR shall maintain in full force and effect at all times Commercial General Liability and Business Auto Liability Insurance. Workers Compensation Insurance including Employers Liability must also be maintained for all Employees in strict compliance with applicable State Workers Compensation Laws.* Please review the items below and submit these along with your insurance certificate request to your insurance Agent/Broker. *No work shall commence until we have received the proper insurance certificates and all requested Subcontractor documents.*

### **Additional Insured Wording**

- **Additional Insured Wording:** "Hazard Construction Company, the Owner/Agency, their corporate affiliates, and their respective employees are included as Additional Insured."
- **Additional Insured Endorsement:** The Additional Insured Endorsement must include wording specifying that coverage applies to "*Products and Completed Operations*". (**"Ongoing Operations" or "Job Site" only coverage will not be acceptable.**)
- **Primary & Non-Contributory Wording:** Your insurance shall be Primary & Non Contributory to any insurance we carry and shall be evidenced by endorsement.
- **Subsidence:** Subcontractors performing earth movement, grading or underground work cannot have a subsidence exclusion on their policy. Please have your insurance provider state "No Subsidence Exclusions" under the description section of your certificate.

Any subcontractor who is performing work relating to earth movement, grading, retaining wall construction, or underground work, cannot have a subsidence exclusion in its insurance policies, Any subcontractor who is performing work relating to earth movement, grading, retaining wall construction, or underground work, shall make its best efforts to procure insurance without a subsidence exclusion. In the event Subcontractor is unable to procure such insurance, Subcontractor will immediately notify Contractor of its inability to obtain such insurance in writing. Contractor will then have the option, exercising its sole and unfettered discretion, to treat this failure to provide insurance as a breach of the Contract Documents, or to waive said breach and permit Subcontractor to proceed with the Work, In the event Contractor permits Subcontractor to proceed with the Work under this Subcontract, Subcontractor's failure to procure insurance without a subsidence exclusion, shall not in any way limit or reduce Subcontractor's obligations and duties under this Subcontract, including, but not limited to, Subcontractor's obligation to defend and indemnify Contractor per this Subcontract.

- **Waiver of Subrogation:** The General Liability policy must provide Cross Liability and Waiver of Subrogation as evidenced by endorsement on the certificate of insurance.

### **Commercial General Liability – Occurrence Form Only**

(Modified Occurrence & Claims Made Forms are Unacceptable)

- **Limits should be minimum of:**
  - \$1,000,000 General Aggregate
  - \$1,000,000 Products-Completed Operations Aggregate
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Each Occurrence
- Mark the "Occurrence" box in the General Liability Section

### **Automobile Liability**

- Limits should be minimum of \$1,000,000 Combined Single Limit Liability
- Include Non Owned & Hired Auto Liability

### **Workers Compensation & Employers Liability**

- Limits should be minimum of \$1,000,000 for Employers' Liability
- Waiver of Subrogation as evidenced by endorsement on the certificate of insurance

### **Architects and Engineers Professional Insurance (Errors and Omissions Insurance)**

- For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of the Contractor's employees or Subcontractors who provide professional engineering services under this contract, the Contractor shall keep or shall require its Subcontractor in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.

The Contractor shall ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of

three years after completion of the Project or termination of this contract whichever occurs last. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that affect the coverage provided herein

If professional engineering services are to be provided solely by a subcontractor, the Contractor shall (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

**Other**

- 30 Day Notice of Cancellation
- Cancellation Wording should be modified to "X" out: "Endeavor to" and "but failure... or Representatives".

**Please have certificates sent to Sandy Kostyrka at Hazard Construction – Via fax, mail or emailed is accepted [skostyrka@hazardcon.com](mailto:skostyrka@hazardcon.com).**