

# Insurance and Liability Provisions

## for Civil Construction Subcontractors

### 1. Insurance Requirements

#### 1. General Liability Insurance

Subcontractor shall maintain Commercial General Liability Insurance, including contractual liability, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate.

#### 2. Workersâ™ Compensation Insurance

Subcontractor shall maintain statutory Workersâ™ Compensation Insurance covering all employees engaged in work on the project.

#### 3. Automobile Liability Insurance

Subcontractor shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, with a minimum limit of \$1,000,000 per occurrence.

#### 4. Professional Liability Insurance

If providing professional services, Subcontractor shall maintain Professional Liability Insurance with a minimum limit of \$1,000,000 per claim.

#### 5. Additional Insured

The Contractor and Project Owner shall be named as additional insureds on all liability insurance policies.

#### 6. Certificates of Insurance

Subcontractor shall provide valid Certificates of Insurance prior to commencement of any work on site.

#### 7. Waiver of Subrogation

All insurance policies shall include a waiver of subrogation in favor of Contractor and Project Owner.

### 2. Indemnification & Liability

#### 1. Indemnification

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, Owner, and their officers, agents, and employees from any and all claims, damages, losses, and expenses, including attorneyâ™s fees, arising out of or resulting from the performance of Subcontractorâ™s work.

#### 2. Limitation of Liability

Subcontractorâ™s liability shall not be limited by insurance limits provided above.

#### 3. Third-Party Claims

Subcontractor shall assume liability for all claims by third parties arising out of Subcontractorâ™s operations.

### 3. Notice of Cancellation

Subcontractor shall provide thirty (30) days written notice to Contractor prior to any cancellation or material change of required insurance policies.

### 4. Survival of Provisions

The provisions of this section shall survive the completion or termination of this Agreement.

Agreed and Accepted by:

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Subcontractor Name

Date

