

SUBCONTRACTOR INSURANCE REQUIREMENTS

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1. Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - A. If the CGL coverage contains a general aggregate limit, such general aggregate shall apply separately to each project.
 - B. CGL coverage shall be written on ISO occurrence from CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations and personal and advertising injury.
 - C. Rochester Acoustical Corp., Owner and all other parties required of the General Contract shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be at least as broad as the coverage provided for the named insured subcontractor. In addition, it shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insured.
 - D. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three years after completion of the Work.

2. Automobile Liability
 - A. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - B. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - C. Rochester Acoustical, Owner and all other parties required of the General Contract shall be included as insureds on the auto policy.

3. Commercial Umbrella
 - A. Umbrella limits must be at least \$1,000,000.
 - B. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - C. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL,

Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4. Workers Compensation and Employers Liability
 - A. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - B. Where applicable, US Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - C. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Waiver of Subrogation

Subcontractor waives all rights against Rochester Acoustical Corp., Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These coverages and the insurance policies required by this requirement shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

Please be advised that the contract language provided is for informational purposes only. We are not attorneys, and cannot offer legal advice or advice on the possible success or failure of the language provided. Moreover, this language may not work in all situations or all jurisdictions. Some jurisdictions interpret contracts differently, and some states restrict indemnity agreements. You should consult an attorney before deciding whether to make use of the language provided.