

**SCHEDULE E**  
**SUBCONTRACTOR INSURANCE REQUIREMENTS**

1. The Subcontractor shall purchase and maintain the following insurance coverage and limits set forth below to protect himself, Contractor, Architect and Owner from claims which may arise out of or relate to operations under the Contract, whether such claims arise during the Contract performance or subsequent to completion of the Contract. Insurance shall be purchased from a company licensed to do business in the State where operations are required by the Contract and subject to approval by Contractor. **Subcontractor liability insurance shall be primary and non-contributory as to any coverage maintained by Contractor.**

A. Standard Worker's Compensation and Employer's Liability

Worker's Compensation - Statutory Benefits

Employer's Liability: \$1,000,000 each accident  
\$1,000,000 each disease  
\$1,000,000 each employee/person

Coverage: All States Coverage

Waiver of Subrogation Endorsement: Contractor, Owner, Architect, other Subcontractors and other indemnitees as listed in item #4 below including consultants, agents and employees of any of them.

Where applicable, evidence of coverage shall be required for U.S. Longshore and Harbor Workers Compensation, Maritime coverage and other exposures requiring separate coverage. Employers Liability Stop Gap coverage must be provided if work is to be performed in a monopolistic state.

Subcontractor shall voluntarily provide coverage for proprietors, partners or others for whom Workers Compensation insurance is not statutorily required, if such proprietors, partners or others visit and/or are stationed on the Project site.

B. Commercial General Liability

Limits:	General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
	Products/Completed Operations	\$2,000,000	Fire Damage	\$ 50,000
	Personal Injury	\$1,000,000	Medical Expenses	\$ 5,000

Coverage: CGL Occurrence Form  
Per Project Aggregate  
Premises and Operations  
Products/Completed Operations  
Contractual Liability  
Independent Contractors  
Personal Injury  
Separation of Insureds  
Residential Work, if applicable to the contract

Advertising Injury  
Broad Form Property Damage  
X, C, U Hazards

Additional Insured Endorsement: Contractor, Owner, Architect, other indemnitees as listed in item #4 below, including consultants, agents and employees of any of them.  
Waiver of Subrogation Endorsement: Contractor, Owner, Architect, other Subcontractors and other indemnitees as listed in item #4 below including consultants, agents and Employees of any of them.

C. Comprehensive Automobile Liability

Limits: \$1,000,000 per occurrence for bodily injury and/or property damage

Coverage: Owned vehicles

Hired and non-owned liability  
Protection against uninsured motorist  
Contractual Liability

Additional Insured Endorsement: Owner, Contractor, Architect, and other indemnitees as listed in item #4 below, including consultants, agents, and employees of any of them.

Waiver of Subrogation Endorsement: Owner, Contractor, Architect, other Subcontractors and other indemnitees as listed in item #4 below, including consultants, agents, and employees of any of them.

D. Umbrella Liability or Excess Liability

Limits: \$5,000,000 excess over Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability

Coverage: Follow-Form coverage that is no less broad than all coverages and conditions described above.

Drop-down coverage for defense and indemnity in the event of reduction and/or exhaustion of underlying limits.

Primary and non-contributory for all coverage.

Additional Insured Endorsement: Owner, Contractor, Architect, and other indemnitees as listed in item #4 below, including consultants, agents, and employees of any of them.

Waiver of Subrogation Endorsement: Owner, Contractor, Architect, other Subcontractors and other indemnitees as listed in item #4 below, including consultants, agents, and employees of any of them.

E. Pollution Liability and Professional Liability

Insurance limits and specific insurance requirements are as defined in Articles 13 and 34 herein.

2. Use of leased employees by Subcontractor is expressly prohibited without Contractor's written permission. If permitted by Contractor, Subcontractor shall:

- a) Require that leasing company comply with subcontractor insurance requirements and provisions contained in the Subcontract.
- b) Require that leasing company provide a copy of Alternate Employer Endorsement naming Contractor as alternate employer on leasing company's Workers Compensation policy.
- c) Require that leasing company provide a waiver of subrogation and other rights of recovery in favor of Contractor, Owner and Architect on leasing company's General Liability and Workers Compensation policies.

3. Certificates of Insurance shall be furnished to Contractor prior to commencement of the work. Approval of the insurance by the Contractor shall not relieve or decrease the liability of the Subcontractor. All policies of insurance shall include a Cancellation and Non-Renewal Endorsement with a minimum of 30 days prior written notice to Contractor, which shall be reflected on or attached to the Certificates of Insurance. In the event carrier refuses to furnish such endorsement, Subcontractor shall be required to furnish new insurance certificate(s) each month due on the date monthly billings are due regardless of whether Subcontractor is submitting a billing or not.

11.5 **Indemnity.** In exchange for one hundred dollars (\$100.00) and other good and valuable consideration, the amount of which is included in the Price, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor's failing to comply fully with, or fraud in complying with, any obligation arising under Paragraphs 11.1, 11.2, or 11.4, above, or incurs, in whole or in part, as a result of an allegation, direct or implied, that Subcontractor's certification was wrongful.

#### **ARTICLE 12 - Bonds**

12.1 If so indicated on page 2 hereof, Subcontractor shall furnish, within ten (10) calendar days of the date of the Subcontract, to be included in the Price, separate performance and labor and materials payment bonds, each in an amount equal to the Price, on Contractor's standard forms (see attached Schedule K) and with a surety or sureties satisfactory to Contractor. In lieu of a payment and performance bond, the Contractor at its sole option may choose to enroll the Subcontractor into the Contractor's subcontractor default insurance program. The Subcontractor will provide all documents and information needed to enroll Subcontractor in the subcontractor default insurance program. Subcontractor acknowledges that the program is administered by Contractor and that Contractor may exercise its discretion in establishing the terms of the program and in deciding whether Subcontractor will enroll.

12.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect at its sole discretion, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds for a period of time. If Contractor subsequently elects to insist on bonds, and Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate Subcontractor's right to proceed under this Subcontract in accordance with Paragraph 28.2 and to pursue any and all other remedies available to Contractor.

12.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

- (a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
- (b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
- (c) Any bond becomes inadequate in the sole opinion of the Contractor.
- (d) The form of the bond is or becomes unacceptable to the Contractor.

12.4 Contractor has the right, but not an obligation, to require a consent of surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a consent of surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract.

12.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

12.6 The penal sum of the Payment and Performance Bonds shall automatically increase or decrease by the amount of the price of each change order issued for additions to or reductions from the scope of this Subcontract, without notice to or consent of Subcontractor's surety. The bond premium adjustment for each change order shall be deemed to be included in the price of each change order, unless expressly stated otherwise in the change order. This Paragraph 12.6 shall not apply to deductive change orders issued to compensate Contractor for costs resulting from Subcontractor's default or failure to perform the Subcontract according to its terms.

#### **ARTICLE 13 – Insurance**

13.1 Before commencing the Work, Subcontractor shall provide, maintain, and pay for insurance coverages not less than those specified in the Contract Documents, Subcontract, or Schedule E attached hereto whichever is greater, from companies acceptable to Contractor, authorized to do business in the state in which the Work is to be performed and rated no less than A-/VII in the most current edition of A.M. Best's Key Rating Guide. Such insurance shall be maintained uninterrupted for the duration of the Work, including any warranty periods, and shall protect Subcontractor, and others as required by Contract, for liabilities in connection with work performed by or on behalf of Subcontractor, its agents, representatives, employees or subcontractors. Upon Contractor's request, Subcontractor shall provide Contractor with certificates of insurance showing compliance with Article 13. Failure to do so in a timely manner is a material breach of this Subcontract.

13.2 Subcontractor shall furnish a certificate, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor showing the required insurance to be in force. Each certificate shall include a Cancellation and Non-Renewal Endorsement with a minimum of 30 days prior written notice to Contractor. In the event carrier refuses to furnish such endorsement, Subcontractor shall be required to furnish new insurance certificate(s) each month due on the date monthly billings are due regardless of whether Subcontractor is submitting a billing or not. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project.

13.3 To the extent that Subcontractor maintains (1) property insurance coverage or (2) other insurance coverage for loss pertaining to bodily injury or property damage, Subcontractor and its insurers hereby waive all rights to make claims against Contractor, Owner and other subcontractors, and their consultants, employees and other persons required to be indemnified by the Contractor in the Contract Documents, for any loss or damage due to bodily injury or property damage. In addition, Subcontractor agrees to waive any rights of subrogation as required to be waived by subcontractors in the Contract between the Owner and the Contractor.

13.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carriers.

13.5 In the event that damage to the Work is covered by any insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay the deductible amount.

13.6 Subcontractor shall cause Contractor and Owner to be named as additional insureds under the Subcontractor's general liability policy, automobile liability policy and excess liability policy. Subcontractor's General Liability, Automobile Liability, and Excess Liability coverages should include Additional Insured endorsements CG20101001 and CG20370704 or their equivalents to provide both ongoing and completed operations coverage. Subcontractor shall provide copies of these Endorsements to Contractor. If required by the Contract Documents, Subcontractor shall cause Architect and their officers, agents and employees, and other indemnities specified in the Contract Documents, to be named as additional insureds under such policies. Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under the Subcontract, such general liability policy, automobile liability policy and excess liability policy shall be the primary insurance coverage for the Contractor and any other additional insured(s), and the insurance maintained by the Contractor and other additional insureds shall be excess and noncontributory. Compliance with this requirement shall be accomplished by endorsement to the policies.

13.7 Subcontractor shall pay all deductibles and self-insured retentions applicable to any recovery by Subcontractor under any insurance policy, including any deductible or self-insured retention amounts applicable to claims involving Contractor or Owner as additional insureds.

13.8 Subcontractor shall maintain Products/Completed Operations coverage for a period of three (3) years beyond the date of completion of Subcontractor's Work or the time set by the statute of repose in the state of the Project, whichever is greater.

13.9 Subcontractor shall be obligated to provide and maintain all insurance coverages and limits required by Article 13 and Schedule E of this Subcontract. Subcontractor shall be liable to Contractor for any failure to provide or maintain the required coverages and limits. The requirements of Article 13 and Schedule E may be modified only in a written modification to this Subcontract signed by Contractor and Subcontractor. Contractor's failure to request evidence of insurance or Contractor's failure to question or object to Subcontractor's submission of an insurance certificate, endorsement or other evidence of insurance that is contrary to these requirements shall not operate as a waiver of the requirements of Article 13 and Schedule E.

13.10 Failure of Subcontractor to maintain the insurance coverage specified herein shall constitute a default under the Subcontract and, Contractor may, at Contractor's option, terminate the Subcontract for cause, withhold payment and/or purchase the required insurance at Subcontractor's expense.

13.11 If and to the extent that any insurance requirements could be construed to violate any law, statute or ordinance, it is the intent of the parties that the requirements shall be reformed and modified to provide the maximum amount of protection to Contractor and others as allowed by law, and any terms, words or provisions of the insurance requirements shall be deemed modified or deleted to the minimum extent necessary to make them valid and enforceable.

13.12 The limits of insurance provided by Subcontractor shall be the greater of the limits maintained in the normal course of such Subcontractor's business or the minimum limits specified herein. The limits of insurance required in the Subcontract are the minimum dollar amounts of insurance coverage for the policies, risks, causes of loss or perils specified. In the event that Subcontractor's policies provide greater limits, the additional insureds shall be entitled to, or share in, such full limits and the Subcontract shall be deemed to require such full limits.

13.13 In the event that any policy provided in compliance with the Subcontract states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, Subcontractor agrees that nothing in the Subcontract Documents is intended to restrict or limit the breadth of such coverage, which shall provide the maximum amount of protection allowed by the policy.

13.14 It is expressly understood and agreed that the insurance coverages required herein represent Contractor's minimum requirements and are not to be construed to void or limit the Subcontractor's indemnity obligations as contained in this Subcontract nor represent in any manner a determination of the insurance coverages the Subcontractor should or should not maintain for its own protection. In addition, the insolvency, bankruptcy or failure of any insurance company to pay claims accruing shall not be held to affect, negate or waive any of the provisions of this Subcontract.

13.15 Insurance similar to that required of the Subcontractor shall be provided by all lower-tier subcontractors to cover operations performed under any subcontract agreement. The Subcontractor shall be held responsible for any modification to these insurance requirements as they apply to lower-tier subcontractors. The Subcontractor shall obtain certificates of insurance from all lower-tier subcontractors containing provisions similar to those listed herein, enumerating, among other things, the waivers of subrogation, additional insured status and primary and non-contributory liability as required herein, and make them available to the Contractor upon request.

13.16 If Subcontractor's Work involves the removal of asbestos, removal or treatment of hazardous materials, the use of toxic materials or otherwise involves any potential pollution risk to the environment or losses caused by any pollution conditions that may arise from the operations of the Subcontractor, the Subcontractor shall purchase insurance that will insure the Pollution Risks and Exposures in an amount and with an insurance company acceptable to the Contractor. Such coverage shall apply to third-party bodily injury and property damage claims, including natural resource damage, clean-up costs, mold and fungus and shall cover gradual pollution and sudden and accidental pollution incidents. Coverage must include on-site and off-site transit and non-owned disposal site exposures. Such coverage shall be subject to the same requirements for additional insured, waiver of subrogation, primary/non-contributory and completed operations as stated in paragraphs 13.3, 13.6, and 13.8 above. Pollution Liability coverage limits shall be no less than \$2,000,000 each occurrence with a minimum annual aggregate limit of \$2,000,000.

#### **ARTICLE 14 - Damages to the Project**

14.1 Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property.

14.2 Subcontractor hereby assumes sole responsibility and liability for all Work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, hoists, equipment, supplies and other things provided by Subcontractor until final acceptance of the Work by the Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor will be liable therefor, and shall promptly repair, rebuild and make good any loss, damage or destruction at Subcontractor's cost. Subcontractor will be promptly paid or reimbursed when and to the extent insurance proceeds are paid as a result of the loss, damage or destruction. Except to the extent of any proceeds received by Contractor for the

Contract Documents or otherwise with respect to such claim in a timely manner. Subcontractor understands and agrees that Subcontractor waives all rights to any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 30.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

30.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against Owner based on any just claim by Subcontractor involving the Work. In such event, Subcontractor shall pay all costs and expenses, including Contractor's expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by Contractor in its sole discretion based on good faith considerations) of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to its proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit, and less any other charges Contractor has, or may have, against the Subcontractor.

30.4 To the extent not resolved under Paragraphs 30.2 and 30.3, any other claim or dispute between Contractor and Subcontractor or Subcontractor's sureties shall, at the sole option and discretion of Contractor, be decided by binding arbitration in accordance with the rules set forth in this Paragraph 30.4 and the Construction Industry Rules of the American Arbitration Association ("AAA Rules") by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under *9 U.S.C. §§ 1, et seq.* The place of arbitration shall be selected by the Contractor. The arbitrator(s) shall decide any questions or issues concerning the validity or enforceability of this agreement to arbitrate, the conduct of the arbitration and the arbitrability of any dispute between Contractor and Subcontractor or Subcontractor's sureties. Any arbitration arising under or relating to this Subcontract may include, at Contractor's sole option, by consolidation and joinder or any other manner, an additional person or entity not a party to the Subcontract. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration. Any arbitration award is hereby mutually agreed to be enforceable in any court of competent jurisdiction. Subcontractor agrees to stay the arbitration at Contractor's request to allow prior resolution of claims under Paragraphs 30.2 and 30.3. CONTRACTOR, SUBCONTRACTOR AND SUBCONTRACTOR'S SURETIES VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO LITIGATION OF ANY DISPUTE BETWEEN OR AMONG THEM ARISING OUT OF OR RELATED TO THE PROJECT, THIS SUBCONTRACT OR ANY AGREEMENT ENTERED INTO IN CONNECTION THEREWITH OR IN FURTHERANCE THEREOF.

30.5 Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third-party defendant to claims by Owner, other subcontractors or third parties against Contractor.

30.6 The remedies in Article 30 are fair and orderly, and each party acknowledges and agrees that they are enforceable to prohibit or stay other remedies, including statutory rights under the Miller Act, similar state laws, or lien actions.

#### **ARTICLE 31 - Substance Abuse Policy**

Subcontractor agrees to implement Contractor's Substance Abuse Policy (including Owner's policy, if required by Schedule C) contained in Schedule C attached hereto.

#### **ARTICLE 32 - Harassment Policy**

Subcontractor agrees to implement Contractor's Harassment Policy (including Owner's policy, if required by Schedule D) contained in Schedule D attached hereto.

#### **ARTICLE 33 - Asbestos and Other Hazardous Materials**

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work, install any materials, or introduce to the site any item, which contains asbestos or other hazardous material except as permitted by, and in compliance with, applicable law. Subcontractor further agrees that it will remove and dispose off site (in a manner in accordance with applicable law) any materials which contain asbestos or other hazardous material and which were installed by Subcontractor in violation of this provision, will replace them in compliance with applicable law, and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense and shall itself conform to applicable law. Subcontractor also agrees, in exchange for one hundred dollars (\$100.00) and other good and valuable consideration, the amount of which is included in the Price, to indemnify and defend Contractor and Owner from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of, installation of, or introduction of materials containing asbestos or other hazardous material, where such use, installation, or introduction violated, or was not in compliance with, applicable law. Introduction to the site shall include disturbance by Subcontractor of a condition that releases or disturbs asbestos or other hazardous materials on the site.

#### **ARTICLE 34 - Design Indemnity**

34.1 Without intending to limit in any way the indemnities set forth in Article 15 of the Subcontract, the Subcontractors shall indemnify, and hold harmless the Contractor, and the Owner, and all their agents and employees from any and all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from any design obligations in its scope of Work (including, but not limited to, design/build, architectural, engineering and surveying work and systems design for mechanical, electrical, plumbing and fire protection), regardless of whether the claims, damages, losses, or expenses are caused in part by a party indemnified under this Subcontract. For the indemnification set forth in this Article, the Subcontractor agrees to accept separate consideration of \$100 as contained in the Contract price.

34.2 Subcontractor will, if required by the Contract Documents or law, retain a licensed engineer to perform any design obligations in its scope of Work. Where required by the Contract Documents or applicable law, the engineer will be licensed in the jurisdiction in which the Work shall be performed.

34.3 Subcontractor will furnish proof of Professional Liability insurance for any design obligations in its scope of Work. Such policy shall not exclude mold and/or microbial matter, fungus or biological substances arising out of or resulting from any design obligations. Subcontractor will, or will cause its designer(s) to, keep Professional Liability in force for a period of three (3) years following date of completion of the Project. Such coverage shall be subject to the same requirements for waiver of subrogation as stated in paragraph 13.3 above. If coverage is provided on a claims-made basis, coverage will be retroactive to the earlier of the date of the Subcontract or the commencement of Subcontractor's services in relation to the Work.

Minimum limits of liability: shall be \$2,000,000 per wrongful act, error, or omission, with a minimum annual aggregate limit of \$2,000,000. Any applicable deductible or self-insured retention will be the responsibility of the Subcontractor.

#### **ARTICLE 35 – Infection Control Risk Assessment**

Subcontractor shall comply with infection control procedures as mandated by the Owner and Contractor in accordance with Contractor's and Owner's policies. Subcontractor shall comply with the requirements of the Infection Control Risk Assessment (ICRA) developed by the Owner and the Contractor. Subcontractor shall perform the Work in such a manner that helps prevent the spread of infections related to construction and renovation by containing the work area and preventing the infiltration of dust into adjacent areas of the facility.

#### **ARTICLE 36 - Miscellaneous**

36.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign on their behalf and by signing this Subcontract has jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract.

36.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the laws of the State of Alabama, except if any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or federal law is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract.

36.3 No Third-Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third-party beneficiaries of this Subcontract.

36.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

36.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

36.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

36.7 Only Written Modification. No changes, modifications, or amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

36.8 Owner Approval. If Owner has the right to object to or to review the Subcontract or Contractor's selection of Subcontractor, this Subcontract shall not be effective until Owner approves the Subcontract or Contractor's selection of Subcontractor, or until Owner's review is satisfactorily completed.

36.9 Heading. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

36.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice including by facsimile to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to the Contractor may be accomplished by mailing or delivering written notice including by facsimile to the address listed for the Contractor on page one (1) of this Subcontract. Notice via email shall be deemed an insufficient means of giving proper notice under this Subcontract unless directed to the email addresses for Contractor and Subcontractor identified on the face of this Subcontract and the email transmission was actually received by the recipient. Notice of termination must be given in such a manner that written confirmation of sending is provided, such as Certified Mail, courier signature service, or an equally reasonable alternative.

36.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Subcontract, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

36.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgments of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded by the terms of this Subcontract, and there are no agreements, warranties, understandings or promises other than those written expressly herein.

36.13 Audit. In addition to and without limiting Articles 11.1 and 11.3 of this Subcontract, the Subcontractor agrees that Contractor or Owner has the right to cause the books and records of the Subcontractor to be audited by Contractor or an independent auditor selected by Contractor or by Owner in order to verify cost of the Work and compliance with harassment policy, substance abuse policy, safety, and any other policy required under the Subcontract, the Contract Documents, or by law. Contractor shall bear the cost of such audits unless the audit establishes that the Subcontractor's cost data was not complete or accurate, or that the Subcontractor has not complied with the policies required under this Subcontract or applicable law, in which case Subcontractor shall bear the cost of such audits.

36.14 Schedule B contains Supplementary Conditions, which have been agreed to between the Contractor and Subcontractor. Those provisions shall not take precedence over any provision of the Subcontract Agreement in the case of a conflict.

36.15 Contractor is a federal contractor. The Project may be funded or assisted, in whole or in part, by federal funds. If the Project is funded or assisted by federal funds, Subcontractor will be responsible for compliance, at its own expense, with the requirements applicable to subcontractors on federally funded or assisted projects, including but not be limited to: Executive Order 11246 (see Schedule F), Section 503 of the



# CONTRACTUAL INSURANCE REQUIREMENTS

The information contained herein is to describe the contractual requirements that Robins & Morton has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 317-759-9426.

**INSURED**

**ABC Sample Subcontractor**

**CARRIER REQUIREMENTS**

**A- or higher, VII**

		POLICY LINE	POLICY LIMITS		
<b>GENERAL LIABILITY</b>		CLAIMS MADE	EACH OCCURRENCE \$ <b>1,000,000</b>		
	<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>		
			MED EXP (Any one person) \$ <b>5,000</b>		
			PERSONAL & ADV INJURY \$ <b>1,000,000</b>		
			GENERAL AGGREGATE \$ <b>2,000,000</b>		
			PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>		
		GEN'L AGGREGATE LIMIT APPLIES PER			
		POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION <input type="checkbox"/>			
<b>AUTO LIABILITY</b>	<input checked="" type="checkbox"/>	ANY AUTO	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>		
		ALL OWNED AUTOS	BODILY INJURY (Per person) \$		
		SCHEDULED AUTOS	BODILY INJURY (Per accident) \$		
		HIRED AUTOS	PROPERTY DAMAGE (Per accident) \$		
		NON-OWNED AUTOS			
<b>UMBRELLA /EXCESS LIABILITY</b>	<input checked="" type="checkbox"/>	OCCUR	EACH OCCURRENCE \$ <b>5,000,000</b>		
		Claims Made	AGGREGATE \$ <b>5,000,000</b>		
<b>WORKERS COMP /EMPLOYEE LIABILITY</b>	Any Proprietor/Partner/Executive Officer/Member Excluded? NO		<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	OTHER
			E.L. EACH ACCIDENT \$ <b>1,000,000</b>		
			E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>		
			E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>		
<b>Environmental/Pollution Liability</b>		Coverage should be on a Occurrence-made basis.		\$ 2,000,000	
<b>Professional Liability</b>		Professional Liability coverage should be on a claims-made basis.		\$ 2,000,000	

**Certification Holder**

**Robins & Morton**

**ADDITIONAL REQUIREMENTS**

**Description: Job Number - Job Name**

**Pollution / Environmental**

" - Insr Ltr - Occurrence - Policy Number - Effective Date - Expiration Date - Each Occurrence \$2,000,000 - Aggregate \$2,000,000.

**General Liability**

- "Additional Insured Names: Robins & Morton Group, Owner, Architect
- "Must include project number and project name on certificate. Please see division name information listed above.
- "Please confirm in appropriate checkbox that the GL aggregate applies on a per project basis.
- "Please confirm on the certificate that Explosion, Collapse, and Underground (XCU) is not excluded, OR submit the exclusions section and forms list page.
- "Please confirm on the certificate that the policy does not contain any employer's liability exclusion eliminating coverage for liability assumed under an insured contract. OR you maybe submit the exclusions section and forms list page.
- "Please confirm on the certificate that there are no contractual liability limitations, OR submit the exclusions section and forms list page.
- "Please provide the waiver of subrogation endorsement form on a blanket basis OR listing each entity as required by contract.
- "Please submit a copy of the 30 day notice of cancellation to additional insureds/certificate holder OR a monthly COI must be submitted to Robins & Morton project team.
- "Please submit a copy of the additional insured forms for both ongoing and completed operations (CG 2033 10/01 & CG 2037 07/04 or equivalent) for review.
- "Please submit the primary and non-contributory form OR auto policy documents for review.
- "Residential/Habitational must not be excluded.
- "Additional Insured applies to General Liability.
- "Waiver of Subrogation is required for General Liability.
- "General Liability is Primary and Non-contributory.
- "Waiver of Subrogation applies in favor of:Robins & Morton Group, Owner, Architect

### Automobile Liability

- "Additional Insured applies to Automobile.
- "Waiver of Subrogation is required for Automobile.
- "Automobile Liability is Primary and Non-contributory.
- "Additional Insured Names: Robins & Morton Group, Owner, Architect
- "Any Auto OR All-Owned, Hired & Non-Owned Autos will be accepted.
- "Must include project number and project name on certificate. Please see division name information listed above.
- "Please submit a copy of the 30 day notice of cancellation to additional insureds/certificate holder OR a monthly COI must be submitted to Robins & Morton project team.
- "Please submit the additional insured form OR auto policy documents for review.
- "Please submit the primary and non-contributory form OR auto policy documents for review.
- "Please submit the waiver of subrogation form OR auto policy documents for review.
- "Waiver of Subrogation applies in favor of:Robins & Morton Group, Owner, Architect

### Umbrella Excess Liability

- "Additional Insured applies to Umbrella.
- "Waiver of Subrogation is required for Umbrella.
- "Umbrella Liability is Primary and Non-contributory.
- "Additional Insured Names: Robins & Morton Group, Owner, Architect
- "Must include project number and project name on certificate. Please see division name information listed above.
- "Please provide the minimum required aggregate limit of \$5,000,000
- "Please provide the minimum required each occurrence limit of \$5,000,000
- "Please submit a copy of the 30 day notice of cancellation to additional insureds/certificate holder OR a monthly COI must be submitted to Robins & Morton project team.
- "Please submit the additional insured endorsement or umbrella policy language for review. Please be advised, follows form must be verified via the policy language.
- "Please submit the primary and non-contributory endorsement or umbrella policy language for review. Please be advised, follows form must be verified via the policy language.
- "Please submit the waiver of subrogation endorsement or umbrella policy language for review. Please be advised, follows form must be verified via the policy language.
- "Waiver of Subrogation applies in favor of:Robins & Morton Group, Owner, Architect

### Workers Compensation

- "If using a Professional Employer Organization (PEO)/Temporary Labor Provider, an Alternate Employers endorsement is required-- Robins & Morton must be listed as an alternate employer.
- "Must include project number and project name on certificate. Please see division name information listed above.
- "Please confirm in Y/N box if any parties are excluded from the WC policy. If so, please submit their names so we may confirm they will not be on the worksite.
- "Please provide the minimum required each accident limit of \$1,000,000
- "Please provide the minimum required each employee disease limit of \$1,000,000
- "Please provide the minimum required policy limit of \$1,000,000
- "Please submit a copy of the 30 day notice of cancellation to additional insureds/certificate holder OR a monthly COI must be submitted to Robins & Morton project team.
- "Please submit the waiver of subrogation form OR auto policy documents for review.
- "Proprietor/Partner/Executive/Officer/Member must not be excluded.
- "Waiver of Subrogation is required for Workers Comp.
- "Waiver of Subrogation applies in favor of:Robins & Morton Group, Owner, Architect

### Professional Liability

- "Must include project number and project name on certificate. Please see division name information listed above.
- "Please submit a copy of the 30 day notice of cancellation to additional insureds/certificate holder OR a monthly COI must be submitted to Robins & Morton project team.
- "Please submit the waiver of subrogation form OR auto policy documents for review.
- "Professional Liability is required in the amount of \$2,000,000 each claim and \$2,000,000 aggregate.
- "Waiver of Subrogation applies in favor of:Robins & Morton Group, Owner, Architect

### Environmental Pollution

- "Additional Insured Names: Robins & Morton Group, Owner, Architect
- Must include project number and project name on certificate. Please see division name information listed above.
- "Please submit a copy of the 30 day notice of cancellation to additional insureds/certificate holder OR a monthly COI must be submitted to Robins & Morton project team.
- "Please submit the primary and non-contributory form OR auto policy documents for review.
- "Please submit the waiver of subrogation form OR auto policy documents for review.
- "Pollution coverage is required in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.
- "Waiver of Subrogation applies in favor of:Robins & Morton Group, Owner, Architect