

**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.

4. The Subcontractor hereby waives subrogation against the Owner, Contractor, Architect, other Subcontractors and other indemnitees as listed in item #4 below, including consultants, agents, and employees of any of them, for claims, damages, losses and expenses arising out of or resulting from the performance of the Work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or the injury to or destruction of tangible property, and for damages caused by fire and other perils to the extent covered by property insurance obtained hereunder, except such rights as they have to proceeds of such insurance. Subcontractor shall require a similar waiver by its sub-subcontractors.

Additional indemnitees shall be added as additional insureds under the Subcontractor's General Liability, Auto Liability and Umbrella Liability policies. General Liability and Umbrella Liability shall include Additional Insured endorsements CG20101001 and CG20370704 or their equivalents to provide both ongoing and completed operations coverage.

- The Robins & Morton Group
- Any party the Contractor is required to add as Additional Insured by the Contract
- [Project Owner]
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Initials \_\_\_\_\_  
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