
INSURANCE REQUIREMENTS

General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) premises and operations;
- (2) products and completed operations;
- (3) contractual liability insuring the obligations assumed by Subcontractor in this Agreement,
- (4) broad form property damage (including completed operations);
- (5) explosion, collapse and underground hazards; and
- (6) personal injury liability

If Subcontractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a combined single Limit for bodily injury, property damage and personal injury liability of:

- \$2,000,000 each occurrence
- \$2,000,000 aggregate.

If Subcontractor carries an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury liability
- \$2,000,000 aggregate for products-completed operations
- \$2,000,000 general aggregate per project

Workers' Compensation and Employers Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

Additionally Insureds. Both Owner and Pustola & Associates Engineers/Constructors, LLC must be listed as Additionally Insureds. Coverage must be primary and noncontributory.

Hold Harmless Agreement. By accepting a contract with Pustola & Associates, Engineers/Constructors, LLC, Subcontractor and its successors and assigns agree to save and hold harmless Pustola & Associates Engineers/Constructors, LLC and any of its employees from and against any claims, damages, causes of action, losses, and expenses that arise out of the performance of the work on this Project that is caused in whole or in part by the Subcontractor and/or any of its agents, employees, subcontractors, sub-subcontractors, or independent contractors. The costs associated with such claims, damages, causes of action, losses, and expenses shall include, in the event of an action, court costs, expenses of litigation, and reasonable attorneys' fees. This hold harmless clause is not intended to indemnify against and cost or damage, or portion thereof, caused by Pustola & Associates Engineers/Constructors, LLC.

Automobile Liability Insurance. Subcontractor shall carry Automobile Liability insurance, including coverage for allowed, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

Insurance Requirements for Sub-subcontractors. The Subcontractor shall ensure that all tiers of their Subcontractors shall procure and maintain insurance in identical form and amounts including the Additional Insured requirements, all as set forth above. Copies of the certificate must be provided prior to the sub- subcontractors entering the jobsite.

Professional Liability Insurance. A \$1,000,000 Professional Liability insurance policy may be required if Subcontractor or their subcontractor provides design or design-build services to the project. Professional Liability insurance in an amount not less than \$1,000,000 and in forms acceptable to the Contractor shall be carried if requested by contractor. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of work.

Acceptance of Subcontractor Insurance. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by said Subcontractor in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

CERTIFICATES CAN BE EMAILED TO: jrogers@pustola.com or Fax: (203) 720-2816