



## Insurance Requirements

Prior to the commencement of the Subcontract work, the Subcontractor shall procure and maintain in force for the duration of the term of the Subcontract the following insurance coverages and minimum limits with insurance companies acceptable to the Contractor.

**Worker's Compensation** – Shall provide coverage for statutory benefits and Employer's Liability Coverage of not less than \$500,000 per occurrence. The policy shall contain an All States endorsement. The policy shall be endorsed to provide a waiver of subrogation in favor of the Contractor. If the work under the Subcontract is in proximity to a navigable waterway, then the policy shall be endorsed to include coverage for the United States Longshoremen and Harbor Worker's Act. The policy shall be endorsed to provide 30 days written notice to contractor of cancellation and/or material change in coverages.

**Comprehensive General Liability** – Shall be written on an occurrence basis with limits not less than \$1,000,000 Combined Single Limit. The policy shall include coverage for Premises/Operations, Independent Contractors, Contractual Liability (sufficient to cover the liability assumed by the Subcontractor under paragraph (a) of this Section), Property Damage arising out of the "XCU" hazards, Completed Operations/Products, Broad Form Property Damage, and Personal Injury. If the policy contains a general aggregate limitation, then the policy shall be endorsed to provide a \$2,000,000 specific aggregate for the work under this Subcontract. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverages. Any exclusion pertaining to work within fifty feet (50') of any railroad tracks shall be deleted.

**Comprehensive Automobile Liability** – The policy shall contain limits of not less than \$1,000,000 Combined Single Limit and include coverage for all Owned, Hired, and Non-owned vehicles. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverages.

**Marine Insurance** – If the Subcontractor will use marine vessels in the prosecution of the work, the Subcontractor shall purchase Protection and Indemnity insurance with limits of not less than \$500,000. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory. The Subcontractor's Worker's Compensation Insurance shall be endorsed to provide coverage for Outer Continental Shelf Operations and liability for disease, wages, maintenance and cure. If the Subcontractor purchases Hull Insurance, such Hull Insurance shall be endorsed to provide a waiver of subrogation in favor of Contractor. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverage.

**Excess/Umbrella Liability** – The policy(ies) shall be written with limits of not less than \$1,000,000 Combined Single Limit and shall be endorsed to be following form of the Comprehensive General Liability, Comprehensive Automobile Liability, Protection and Indemnity Insurance, and Employer's Liability coverages. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory.

(c) Prior to commencing the work, Subcontractor shall cause to be completed by an authorized representative, Certification of Insurance, as evidence of Subcontractor's compliance to paragraph (b) of this Section. In the event that the Subcontractor fails to obtain and keep in full force and effect any of the insurance requirements under this Subcontract, the Contractor may purchase such coverage and use any funds payable to the Subcontractor to satisfy any premium requirements.

(d) Subcontractor agrees to indemnify and hold harmless Contractor from any and all claims or suits for infringement of patents, or violations of patent rights by Subcontractor, and further agrees to pay all losses and expenses incurred by Contractor by reason of any such claims or suits including, but not limited to, attorney fees and court costs.

(e) The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative. If the Subcontract or any of its agents, employees, suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, the Subcontractor shall be liable to the Contractor as provided in this Subcontract for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of the Contractor's employees operating such equipment.

(f) Subcontractor agrees to pay for all materials furnished and work and labor performed under this Subcontract, and to satisfy the Contractor thereupon whenever demand is made, and to indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits or liens by others than the Subcontractor.

(g) Subcontractor agrees obtain and pay for all permits, licenses and official inspections required by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

(h) The Subcontract warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at its own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefore.

(i) The Subcontractor assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract, General and Special Conditions, Drawings, Specifications, Schedules, and other documents hereinabove referred to insofar as applicable, generally or specifically, to the materials to be furnished and the work to be performed under this Subcontract. The Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorney fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this Subcontract.