



**INSURANCE:** The Subcontractor warrants to Contractor and will provide Contractor, prior to commencement of work, a Certificate of Insurance that includes commercial general liability coverage, on an occurrence form, automotive liability, and employer's liability with the following minimum limits:

\$1,000,000 Per Occurrence  
\$2,000,000 Annual Aggregate  
\$1,000,000 Products/Completed Operations  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Automobile Liability with Symbols 1, 8, & 9  
\$1,000,000 Employers Liability any one disease/any one occurrence

Contractor will be endorsed as a primary additional named insurance on all policies. The insurance carrier for the Subcontractor must have an A.M Best Rating of A- or better and the rating must be listed in the Certificate of Insurance.

Subcontractor shall provide a list of exclusions contained within their policy. Under the General Liability policy, the Subcontractor shall add Clark Construction, LLC to its officers, directors, and employees and the Owner (if required by contract) as additional insured using form CG 20 10 11 85. The policy shall be endorsed to stipulate that the insurance afforded Contractor its officers, directors, and employees and the Owner as additional insured shall apply as primary insurance. Any other insurance carried by the Contractor or the Owner will be excess only and will not contribute with Subcontractor's insurance. The General Liability policy shall be endorsed using form CG 24 04 10 93 or equivalent to waive rights of recovery.

No insurance will be altered, reduction of limits, or cancelled without thirty (30) days prior written notice to Contractor. Subcontractor may be asked to provide a five-year loss run report on open, closed, pending or potential reserves or litigation. Subcontractor will be in breach of contract for failure to timely supply and maintain proper insurance as warranted under this Master Agreement and evidenced by the certificate provided.

Annually, Subcontractor shall supply Contractor with a new and replacement Certificate of Insurance. Not less than two weeks prior to the expiration, cancellation, or termination, the Subcontractor will provide Contractor with a new additional insured endorsement naming Contractor as a primary additional named insured.

The required insurances shall be subject to approval of Contractor but any acceptance of insurance certificated by the Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities assumed by Subcontractor in his Contract. No work shall be performed at the project site until said certificates have been furnished and approved.

Payment may be withheld, at the option of the Contractor, until such certificates have been furnished or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or reinstatement of the canceled policy. Subcontractor shall ensure that all tiers of their subcontractors shall maintain insurance in like form and amounts, including the additional insured requirements set forth above, and they will provide evidence of sub-subcontractor's insurance prior to starting work.

Failure of Contractor to enforce in a timely manner any of the provisions of these insurance requirement shall not act as a waiver to enforcement of any of these provisions later in the performance of this Agreement. Any exceptions to these insurance requirements must be delineated in the contract documents.

In the event Subcontractor does not comply with the requirements of this section, Contractor at its option, may provide insurance coverage to protect its interests and charge the Subcontractor for the cost of that insurance, together with a \$200 administration fee.