

## ***INSURANCE REQUIREMENT***

### ***AGREEMENT RIDER*** ***(OWNER AND GENERAL CONTRACTOR)***

The terms, conditions and requirements of this Rider are in addition to the terms, conditions, and requirements of any contract Documents. In the event there is any inconsistencies between the terms, conditions, or requirements of the documents and those of this Rider, the more stringent of the two shall apply and be binding on the General Contractor and its carrier.

1. ***Indemnity.*** In consideration of the Contract Agreement, and to the fullest extent permitted by law, the General Contractor shall defend and shall indemnify, and hold harmless, at General Contractor's sole expense, the Owner of the property, and the officers, directors, agents, employees, successors and assigns of each of them, all entities the Owner is required to indemnify and hold harmless from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage or economic damage, including all attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the General Contractor or by anyone for whose acts the General Contractor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.
  
2. ***Insurance.*** The General Contractor shall procure and shall maintain until final acceptance of the Work, such insurance as will protect the Owner, and their officers, directors, agents and employees, all entities the Owner is required indemnify and hold harmless for claims arising out of or resulting from General Contractor's Work under this Contract Agreement, whether performed by the General Contractor, or by anyone directly or indirectly employed by General Contractor, or by anyone for whose acts the General Contractor may be liable. Such insurance shall be provided by an insurance carrier rated "A- VII" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.
  - 2.1. The General Contractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Owner and anyone else the owner is required to name (as set forth in the schedule below), and shall specifically include additional insured coverage for ongoing operations via CG2010 and completed operations via CG2037 for a minimum of \_\_\_ years after project completion. The insurance required to be carried by the General Contractor and any Sub-Contractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the Owner's insurances shall be excess to General Contractor's insurance.
  
  - 2.2. The General Contractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as

broad as the Insurance Service Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the Owner's (or others as required and as listed below) status as additional insured.

- 2.3. Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, General Contractor shall provide Owner with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the contract documents. The General Contractor shall provide owner thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide owner thirty (30) days prior written notice of a change or cancellation in coverage.
- 2.4. Unless otherwise stipulated in the Contract Agreement, the General Contractor shall maintain no less than the limits specified for each of the following insurance coverages:
- a) Commercial General Liability using an industry standard unmodified "occurrence" coverage form including contractual liability with minimum limits of \$\_\_\_\_\_ each occurrence, \$\_\_\_\_\_ Products-Completed Operations, and \$\_\_\_\_\_ aggregate with either per project or per location endorsement for property damage and bodily injury;
  - b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability;
  - c) Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.
  - d) Excess Liability: \$\_\_\_\_\_ each occurrence / \$\_\_\_\_\_ Aggregate.
- 2.5. The General Contractor and his insurer shall waive all rights of subrogation against the Owner and any other indemnified party.
- 2.6. In the event the General Contractor has in force any insurance coverage with coverages broader and or limits higher than those coverage amounts, and terms specified herein, such broader terms and higher limits shall insure and be available to each Additional Insured, and this Agreement shall be deemed to require such broader terms and higher limits.

List of Indemnified Parties and Additional Insureds:

**Owner,** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Job Location: \_\_\_\_\_

Acknowledged by:

**“Owner” Entity:**

**Signature:**

**Name of Representative:**

**Title:**

**Date:**


**“General Contractor” Entity:**

**Signature:**

**Name of Representative:**

**Title:**

**Date:**
