

EVERETT WHITEHEAD & SON, INC.'S SUBCONTRACTOR INSURANCE REQUIREMENTS

The Subcontractor is to immediately furnish the Contractor with a certificate from his insurance company that he is complying with the Workmen's Compensation and Public Liability insurance laws in the state where this work is to be performed. The Certificate of Insurance states that the company will notify the Contractor in writing 15 days before any material charges or cancellation is made.

1. **INSURANCE:** The amounts and types of insurance shall conform to the following minimum requirement. Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, endorsements, and companies providing such coverage must be acceptable to the contractor.

a.) **Worker's Compensation and Employers' Liability Insurance** shall be purchased and maintained in force during the term of this subcontract for all employees engaged in work under this subcontract, in accordance with the laws of the State of **Florida**, and if applicable to the work involved, shall include Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. The amount Employers' Liability Insurance shall not be less than:

Workers' Compensation Florida Statutory Limit

Employers' Liability \$100,000 Limit Each Accident - \$500,000 Limit Disease Aggregate - \$100,000 Limit Disease Each Employee

b.) **Commercial General Liability Insurance** shall be purchased and maintained by the subcontractor during the period of construction, and for one year following the owner's acceptance of the project. Coverage shall include but not be limited to Premises and Operations, Per Project Aggregate, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damages, and Products & Completed Operations Coverage, and shall not exclude coverage for the "X" (explosion), "C" (collapse), and "U" (underground) Property Damage Liability exposures. Limits of Coverage shall be at least:

Bodily Injury & Property Damage Liability \$1,000,000 Combined Single Limit Occurrence
\$2,000,000 Combined Single Limit Aggregate

Subcontractor shall cause Contractor to be named as an additional insured under the insurance required by this subparagraph. A copy of a certificate of insurance, designating Contractor as an additional named insured shall be provided to Contractor before Subcontractor performs any work under this Contract.

c.) **Business Automobile Liability Insurance** shall be purchased and maintained by the subcontractor as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury Liability \$500,000 Limit Each Accident
Property Damage Liability \$500,000 Limit Each Accident Or
Bodily Injury & Property Damage Liability \$500,000 Combined Single Limit Each Accident

All policies, except for Worker's compensation policies, shall name the Contractor as an additional insured (including completed operations) with primary coverage (with any third party coverage provided for the contractor to be deemed as excess only). All policies shall include a provision for **WAIVER OF SUBROGATION** in favor of the Contractor. All insurance shall expressly provide that no amendment or cancellation of any policy shall be effective until 30 days written notice to Contractor, and that Owner is additional insured to the extent that Contractor is required to provide insurance coverage for the owner under the Contract. Before starting the work, and at any time the Contractor request, Subcontractor shall furnish **CERTIFICATE OF INSURANCE** satisfactory to Contractor evidencing the required insurance. The failure of Subcontractor to supply such certificates or any payment by contractor prior to receipt of certificates shall not diminish Subcontractor's duty to maintain the required insurance of to supply such certificates.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, the subcontractor shall **INDEMNIFY AND HOLD HARMLESS THE** Contractor from and against any claims, damages, losses, and expenses, including but not limited to attorney's fees and court cost, arising out of or resulting from performance or non-performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omission of the subcontractor, a sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this agreement. Consistent with Section 725.06, Florida Statutes, the extent of Subcontractor's indemnity obligation under this paragraph is \$1,000,000 (the "Limitation"). Contractor and Subcontractor agree that the Limitation bears a reasonable commercial relationship to this contractor.