

ATTACHMENT "C"

T. A. Woods Company Subcontractor Insurance Requirements

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- **Commercial General Liability Insurance** (including Premises & Operation, Independent Contractors, Blanket Contractual, Personal Injury, Products / Completed Operations Liability) on an "occurrence" form:

\$2,000,000 Products / Completed Operations Aggregate
\$2,000,000 General Aggregate (Per Project)
\$1,000,000 Any One Occurrence
\$1,000,000 Any One Person or Organization (Personal Injury)

Completed Operations must be maintained for two (2) years following completion of all Work under this subcontract. The General Aggregate shall apply on a "per project" basis.

If the Subcontractor's operations involve any such exposures, the Commercial General Liability Insurance may not contain and *x, c or u* exclusions.

If this subcontract involves the use of installation of any Exterior Insulation Finish System, commonly referred to as EIFS, the Subcontractor's Commercial General Liability Insurance may not contain any exclusion related to EIFS, and the Certificate of Insurance shall plainly reference, "No EIFS exclusion".

- **Comprehensive Automobile Liability**

\$1,000,000 Each Accident

The coverage must apply to all owned, non-owned and hired autos used by the Subcontractor.

- **Workers Compensation & Employers Liability**

Coverage A: Statutory Workers Compensation Insurance for the state in which the subcontract Work is to be performed.

Coverage B: Employers Liability Insurance with minimum limits of liability as follows:

\$500,000. Each Accident
\$500,000. Each Employee for Injury by Disease
\$500,000. Aggregate for Injury by Disease

Coverage C: Other States Insurance

If the Work under this subcontract involves such exposure, the Subcontractor's Workers Compensation Insurance shall provide coverage for the United States Longshoremen and Harbor Workers Act.

- **Commercial Excess (Umbrella) Liability:** *(optional, dependent upon Scope of Work)*

\$1,000,000 Products / Completed Operations Aggregate

\$1,000,000 General Aggregate

\$1,000,000 Any One Occurrence

Coverage must be "Following Form" of the Subcontractor's Comprehensive General, Comprehensive Automobile and Employers Liability limits of liability, and at least as broad as the primary policies' coverage.

The Comprehensive General Liability, Comprehensive Automobile Liability and Commercial Excess (Umbrella) Liability policies shall contain an endorsement adding **T.A. WOODS COMPANY** and the **OWNER**, as well as their respective employees, agents and representatives as Additional Insureds as respects any liability arising out of the Subcontractor's operations in the performance of the Work. Such Additional Insured coverage may be written on a "blanket" basis, but coverage afforded to T.A. WOODS COMPANY and the Owner **must be at least as broad as that afforded by ISO form CG 20 33 and CG 20 37 (07/04 Edition) - attached for reference-** or their equivalent. In no event shall the Additional Insured endorsement used exclude liability arising from the products or completed operations of the Subcontractor.

The Additional Insured coverage afforded T.A. WOODS COMPANY and the Owner must be stated to be primary and non-contributory, and any coverage carried by T.A. WOODS COMPANY and / or the Owner shall be secondary with respect to any claim arising from the Subcontractor's operations in the performance of the Work.

The Comprehensive General Liability, Comprehensive Automobile Liability, Workers Compensation / Employers Liability and Commercial Excess (Umbrella) Liability policies shall contain a Waiver of Subrogation in favor of T.A. WOODS COMPANY and the Owner.

Prior to any Work commencing under this subcontract, the Subcontractor shall cause his insurance agent or carrier to file a Certificate of Insurance with T.A. WOODS COMPANY as Certificate Holder. The Certificate of Insurance shall reference the Project, and certify that the types of insurance, limits of liability and coverages required hereunder, including the Additional Insured, Primary and Non-Contributory Insurance, Waivers of Subrogation and Cancellation clauses referenced are in full force and effect. Copies of the Additional Insured Endorsements and Waivers of Subrogation must be attached to the Certificate of Insurance. The Certificate shall have an attached endorsement, or, copy of transmittal from agent to carrier requesting change in cancellation language to provide T.A. WOODS COMPANY and the Owner with 30 days written notice by Registered Mail. Any language stating "will endeavor to ..." shall not be accepted in the attachment. .

It is understood that, upon request, T.A. WOODS COMPANY will be provided a certified copy of any policy required herein from the Subcontractor.

Subcontractor bears all risks of loss and agrees to maintain proper insurance coverage for owned tools and equipment, as well as materials to be incorporated into the Project not covered by the Contractor or Owner provided Builders Risk policy.

COMMERCIAL GENERAL LIABILITY CG 20 33 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY CG 20 37 10 01

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **CONTRACTOR, Inc.**

Location And Description of Completed Operations: **(name of project)**

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard"