



**Gunther-Nash**  
AN ALBERICI ENTERPRISE

## GUNTHER-NASH, INC. INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of the Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract.

Subcontractor shall attach to the signed copies of this Subcontract returned to Contractor Certificates of Insurance ("Certificates") showing that the below required insurance coverages in companies acceptable to Contractor are in force, and further providing that the insurance will not be canceled without at least thirty (30) days prior written notice. Cancellation wording may not include the words "endeavor to" or "but failure to", etc.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, and in case of non-renewal, at least 30 days prior to expiration of the current policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 30 days prior to expiration of the current policies.

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Subcontractor shall extend his Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable.

2) Employer's Liability Coverage with a minimum limit of: \$500,000.00

Where permitted by law the Subcontractor waives subrogation against the Owner and Contractor.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage.

The above coverage shall be written for not less than the following minimum limits:

\$1,000,000.00	GENERAL AGGREGATE (PER PROJECT; if not PER PROJECT, the limit shall be \$2,000,000.00)
\$1,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000.00	PERSONAL & ADV. INJURY
\$1,000,000.00	EACH OCCURRENCE

**Continuation of Coverage** The Subcontractor shall continue to carry Completed Operations liability insurance for at least two (2) years after either 90 days following Substantial Completion of the Work or final payment to the Contractor, whichever is earlier.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,000.00 PER ACCIDENT

Contractor (Gunther-Nash, Inc.), Owner (XXXXXXXXXX) and any other parties listed as additional insureds in the Owner-Contractor Agreement shall be added as additional insureds under the Commercial General Liability insurance listed in (b) above. The coverage afforded the additional insureds must provide coverage at least equal to that of ISO form CG 20 10. It is agreed by the parties that such coverage will be primary and any coverage carried by Contractor and/or Owner will be excess of Subcontractor's coverage. If required by the law of the state where the project is located, Contractor shall also be furnished a copy of the policy and the endorsement issued by the insurer adding Contractor and Owner as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment

of any of Contractor's rights under such insurance-related provisions.

**Number of Policies** Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.