



ATTACHMENT "A" TO SUBCONTRACT
MINIMUM INSURANCE REQUIREMENTS
COMMITMENT NO. xxxxx

Post Office 389 King, North Carolina 27021
Ph: (336)983-9400 Fax: (336)983-7033

Subcontractor: xxxxxxxx
xxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxx

Project: xxxxxxxx
xxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxx

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless Triad Builders of King, Inc., the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including but, not limited to, attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and(2) is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this paragraph.

Commercial General Liability

- a) Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.
c) CGL coverage shall be written on ISO Occurrence form CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
d) Triad Builders of King, Inc., Owner and all other parties required of Triad Builders of King, Inc. shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 33 10 01 and CG 20 37 10 01 or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self insurance, including any deductible, maintained by or provide to, the additional insured.
e) There shall be no endorsement or modification of the subcontractors CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
f) Subcontractor shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

Business Auto Liability

- a) Business auto liability with limits not less then \$1,000,000 each accident.
b) Business auto coverage must include coverage for the liability arising out of the use of all owned, leased, hired and non-owned automobile.

Commercial Umbrella/Excess Liability

- a) Commercial Umbrella/Excess – Umbrella/excess liability limits of no less than \$1,000,000.
b) Umbrella coverage must include as insured all entities that are additional insured on the CGL.

Workers Compensation and Employers Liability

- a) Workers Compensation and Employers Liability – Employers Liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 for employee for injury by disease.
b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
c) Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

Waiver of Subrogation – Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Triad Builders of King, Inc. and Owner with respect to losses arising out of or in connection with the work.

Certificate of Insurance – A Certificate of Insurance shall be provided to Triad Builders of King, Inc. before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractors Commercial General Liability (CGL) policy. (See attachment "B") for sample Certificate.

Cancellation – Each policy listed above and issued in the name of the subcontractor shall include an endorsement stating that the policy will not be cancelled until at least 30 days' prior notice has been given to Triad Builders of King, Inc.

Notice to Subcontractors Please fax this page to your Insurance Agent and have them forward a certificate and the policy endorsement to Triad Builders as soon as possible. Send the certificate and any questions to: Ms. Gloria Pesenti Phone: 336-983-9400 ext. 107
Triad Builders of King, Inc. Fax: 336-983-9244
PO Box 389 E-mail: gpesenti@triadbuilders.com
King, NC 27021

SUBCONTRACTOR:

Name: _____
Signature/Title: _____
Date: _____