



THE EGIS GROUP
Insurance • Pension • Employee Benefits

*****Disclaimer*****

This list may not be complete. Please consult with your attorney for contract language and ways to shift risk. The Egis Group does not provide legal counsel.

**Sample Insurance and Contractual Requirements for
Contractors & Sub-Contractors working on Landlord's building**

A. Insurance Policies and limits of insurance Contractor & all Sub-Contractors must carry:

1. **General Liability** - minimum limit \$1,000,000/2,000,000 (including a Per Project Aggregate endorsement)
2. **Environmental Liability (if applicable)** - minimum limit \$1,000,000/2,000,000 (including a Per Project Aggregate endorsement)
3. **Professional Liability (if applicable)** - minimum limit \$1,000,000/2,000,000 (including a Per Project Aggregate endorsement)
4. **Directors & Officers Liability (if applicable)** - minimum limit \$1,000,000/2,000,000 (including a Per Project Aggregate endorsement)
5. **Umbrella Liability** - minimum limit \$5,000,000
6. **Business Automobile Liability**, Including Hired & Non-owned Automobiles - minimum limit \$1,000,000
7. **Workers Compensation** (as required by Statute, and if applicable, an endorsement covering the Contractor or Sub-Contractor's liability under the Federal US Longshoremen & Harbor Workers Act, Jones Act, and Defense Base Act) - minimum limit \$1,000,000/1,000,000/\$1,000,000 Employers Liability

B. The above policies should include the following:

1. ****Our Company, its owners, trustees, officers, directors, members, agents and employees**** should be added as Additional Insured to all policies (except Workers Compensation)
2. The certificate of insurance should state "All policies are written on a Primary and Non-Contributory basis, and any insurance carried by ****Our Company**** are non-contributing with these policies"

3. The Contractor's and Sub-Contractor's General Liability policy should include a "Per Project Aggregate" endorsement
4. All Policies should include a Waiver of Subrogation in favor of ****Our Company****
5. Certificate of insurance must state not less than thirty (30) days prior notification will be provided to ****Our Company**** in the event of cancellation, non-renewal or material change in policies
6. Delete/strike the following wording from Accord forms cancellation section: " endeavor to ..." and "... but failure to mail such notice shall impose no obligation or liability upon the company ..."
7. All policies must be written by a carrier with a minimum A.M. Best rating of A - or better, a financial size classification of X or higher, and must be acceptable to ****Our Company****
8. Along with the Certificate of Insurance, copies of the Additional Insured and Waiver of Subrogation Endorsements must be provided to ****Our Company**** for review and approval

C. Within the Contract between the Parties:

1. There **MUST** be language in the contract stating the contractor and all sub-contractors will maintain Products & Completed Operations coverage for a minimum of 5 years after the completion of the sub-contractor's work
2. There should be a signed hold harmless and indemnification section between the parties in favor of ****Our Company****
3. Agreement that any clients of ****Our Company**** requesting to be added as Additional Insured to contractor's and sub-contractor's insurance policies will be complied with

D. Contractors hired by Contractor or Sub-Contractor

1. Any contractors hired by this Contractor or Sub-Contractor must comply with all terms and conditions of Sections A – C above