

6. **INSURANCE.** The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

6.1 Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions).**

c. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for the same liability limits noted above in the name of the "Contractor" and "Owner".**

d. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

6.2 Automobile Liability

a. Business Auto Liability with limits of at least \$1,000,000 each accident.

b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c. Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the auto policy.

6.3 Commercial Umbrella

a. Umbrella limits must be at least \$2,000,000.

b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.

c. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

6.4 Workers Compensation and Employers Liability

- a. Statutory limits apply.

6.5 Waiver of Subrogation. Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

6.6 Certificates of Insurance. Attached to each certificate of insurance shall be a copy of the **Additional Insured Endorsement** that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

7. SAFETY. The subcontractor agrees to comply with the Contractor's safety program, take all reasonably necessary precautions for the safety of its employees on the project, and comply with all applicable provisions of federal, state and municipal safety laws and building codes, including but not limited to, all applicable terms and conditions of the Occupational Safety and Health Act of 1970, as amended, and the rules and regulations promulgated thereunder, to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed, and pay all costs and expenses connected with such compliance.

7.1 The subcontractor shall be solely responsible for the:

- a. protection and safety of his workers,
- b. the final selection of safety methods, means and safeguards,
- c. the daily inspection of the work area,
- d. the instruction of his workers on safety; including safety meetings at least once a week.

7.2 Any fine levied against the Contractor for the Subcontractor's performance or lack of performance shall be charged to the Subcontractor including all defense preparation and legal fees.

7.3 Jobsite safety is the responsibility of each and every subcontractor. Subcontractor will integrate safety as part of the construction process. As part of this agreement, Subcontractor will submit a copy of its written safety program to Savarino Construction Corp.

7.4 Subcontractor shall adhere to the following requirements and have the following procedures in place:

- a. Subcontractor shall have a Safety and Health program and a Hazard Communication program.
- b. All subcontractors, as a minimum, shall follow all OSHA standards and regulations.
- c. All Subcontractor employees shall be instructed to report any work related accidents immediately. Subcontractor's representative will investigate these accidents immediately and provide Contractor with a copy of the incident report.

d. Subcontractor shall have Material Safety Data Sheets (MSDS's) for each applicable material on the job site and train its own employees regarding the hazards associated with the hazardous materials used on the site.

e. The representative for Subcontractor shall conduct a weekly jobsite safety inspection and, if applicable, submit a copy to the Contractor's representative.

f. All Subcontractor employees shall be trained in the use and operation of applicable fall protection equipment.

g. All Subcontractor employees shall have weekly toolbox safety meetings in which attendance will be mandatory. Toolbox safety meetings shall be documented.

h. Subcontractor shall enforce a position of no drug and/or alcohol use on the jobsite.

i. Subcontractor employees shall use hard hats, safety glasses, steel toe shoes, gloves, respirators, face shield, and ear protection, when posted.

j. Subcontractor shall provide its own fire extinguishers on the jobsite and train their employees on their use.

k. When using ladders, Subcontractor shall require regular inspection of ladders in use and, where defective, they shall be removed and tagged out.

l. Subcontractor shall inspect all machinery that it brings on the jobsite for proper use, operation, and maintenance. Safety guards and safety devices shall be intact and used in the manner intended. This includes power tools to ensure proper guarding and grounding.

m. All electrical equipment shall have ground fault circuit interrupter (gfc) protection.

n. No employee shall operate tools or equipment for which they are not properly trained to operate.

o. Proper shoring and/or sloping of any trench with a depth of 4 feet or more.

p. Lockout, tag-out procedures are to be followed.

q. Stay clear of all loads and moving equipment.

r. Any unattended floor opening shall be protected (covered, barricades, etc.).

s. All debris, trash, etc. shall be cleaned up and discarded in a timely fashion.