

HUTTER

SUBCONTRACTOR INSURANCE REQUIREMENTS

General Requirements: Subcontractor shall maintain, at its sole cost and expense, such usual and customary types of insurance coverage as Hutter Construct Corporation may require. Such coverage shall be in the amounts stated in the General Contract, unless such amounts stated in the General Contract are less than those limits stated in the Section below entitled Insurance Requirements, in which event the amounts stated herein shall control.

Such insurance shall be provided whether or not required by the laws of the State wherein the Subcontract is to be performed. Subcontractor shall require its subcontractor(s) and suppliers to furnish the same coverage, limits of insurance and Additional Insured status as required of Subcontractor under this Subcontract.

Insurance policies are to be written by companies acceptable to Hutter and licensed to do business under the laws of the State in which the work is to be performed. Such insurance companies shall have a Best's rating of "A-" or better. The company shall also be in a Best's financial size category of Class "IX" or higher. All certificates are to contain substantially the following statement: "The insurance coverage evidenced by this certificate shall not be cancelled nor materially altered except after thirty (30) days written notice has been provided and received by Hutter Construction." The insurance policies shall be endorsed to provide such notice.

Insurance Requirements: Subcontractor shall furnish satisfactory evidence to Hutter Construction prior to the commencement of Work that Subcontractor has complied with all of the above requirements and that the following coverage, including the specific amounts required, are in force. Subcontractor shall furnish certificates of insurance with the Project name and number stated on the certificates prior to the beginning of on-site operations. In addition, Subcontractor shall provide certified copies of all insurance policies within ten (10) days of written request by Hutter Construction.

Hutter Construction Corporation shall have the right but not the obligation, to prohibit Subcontractor or any of their Subcontractors from entering upon the Project site until a certificate of insurance indicating full compliance with these requirements is received and approved by Hutter Construction. Failure of Hutter to demand such certificate of insurance or failure of Hutter to identify a deficiency in such evidence shall not be construed as a waiver of Subcontractor's obligation to purchase and maintain such insurance.

The coverage and amounts below minimum requirements and do not establish limits to Subcontractor's liability. Other coverage and higher limits may be provided at Subcontractor's expense.

1. Workers Compensation:

- (a) Workers Compensation coverage for the State in which the Project is located and the State of hire, if different, regardless of State's statutory requirements regarding sole Proprietors.
- (b) Employers Liability Coverage with the following minimum limits:
 - Bodily Injury by Accident \$100,000 Each Accident
 - Bodily Injury by Disease \$500,000 Policy Limit
 - Bodily Injury by Disease \$100,000 Each Employee
- (c) If applicable to the Project, coverage under the Longshoremen and Harbor Workers Compensation Act; the Jones Act or other Admiralty or Maritime Law; or any other Federal Workers Compensation and Employers Liability Laws shall be provided.

HUTTER CONSTRUCTION CORPORATION

P.O. Box 257, 810 Turnpike Road, Route 124, New Ipswich, New Hampshire 03071
Office: (603) 878-2300 FAX: (603) 878-3519 hutterconstruction.com

2. Commercial General Liability:

- (a) Commercial General Liability Coverage with the following minimum limits*:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Bodily Injury & Property Damage Limit – Each Occurrence Limit	\$1,000,000

*Umbrella Excess Liability policy may be used to satisfy required minimum limits.

- (b) Commercial General Liability coverage shall include, without exception, coverage for Premises-Operations; Independent Contractors; Contractual Liability (covering all indemnification and hold harmless clauses); Personal & Advertising Injury; Products-Completed Operations; Broad Form Property Damage including Completed Operations; “x, c and u” coverage for Property Damage. Any endorsements or modifications to the Commercial General Liability coverage which reduces restrict or limit the scope of coverage must be identified on the Certificate of Insurance.
- (c) Products and Completed Operations to be maintained for one year, unless longer duration required by Owner after final payment.
- (d) General Contractor, Owner (and others, if required by the Contract Documents) shall be named as Additional Insured(s). on the CGL, providing the broadest available coverage for both ongoing and completed operations. This insurance for the additional insured’s shall be as broad as the coverage provided by for the named insured subcontractor. It shall apply on a Primary and Non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insured as respects acts or omissions of the Additional Insured(s). Additional insured coverage shall not be limited to general supervision of subcontractor’s work. In no event shall the Additional Insured coverage be restricted due to other available insurance.
- (e) Hutter Construction and the Owner (and others, if required by the Contract Documents) shall be named as Additional Insured(s).
- (f) A Waiver of Subrogation shall apply in favor of Hutter Construction and the Owners (and others, if required by the Contract Documents).

3. Automobile Liability:

- (a) Automobile Liability Coverage with the following limits*:

\$1,000,000 Any One Accident or Loss

* Umbrella Excess Liability policy may be used to satisfy required minimum limits.

- (b) Such coverage shall apply to Owned, Hired and Non-Owned Automobiles.
- (c) Hutter Construction and the Owner (and others, if required by the Contract Documents) shall be named as Additional Insured(s).
- (d) A Waiver of Subrogation shall apply in favor of Hutter and the Owner (and others, if required by the Contract Documents).

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4. Umbrella Excess Liability:

- (a) Umbrella Excess Liability coverage with the following minimum limits:

Each Occurrence \$1,000,000

Aggregate Limit \$1,000,000

- (b) Hutter Construction and the Owner (and others, if required by the Contract Documents) shall be named as Additional Insured(s).
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- (c) A Waiver of Subrogation shall apply in favor of Hutter and the Owner (and others, if required by the Contract Documents).

5. Coverage for Subcontractor's Tools and Equipment:

- (a) Subcontractor is responsible for insuring its own tools and equipment which Subcontractor utilizes in connection with its Work.
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- (b) A Waiver of Subrogation shall apply in favor of Hutter and the Owner (and others, if required by the Contract Documents).

6. Other Insurance Provisions:

- (a) By requiring the insurance as set forth above, Hutter does not represent that the coverage and limits will necessarily be adequate to protect Subcontractor, and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under any indemnification provided to Hutter (whether pursuant to this Subcontract or otherwise).
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- (b) Hutter Construction will have the right, but not the obligation, to procure and maintain the above insurance in the name of and at the expense of Subcontractor should Subcontractor fail to procure and maintain the required insurance. Subcontractor shall provide all information as may be necessary or desirable in order to procure and maintain such insurance.

Waiver of Subrogation: Hutter Construction Corporation and Subcontractor waive all right against each other, against the Owner and against all other subcontractors for damages caused by fire or other perils to the extent covered by builders risk or similar property insurance provided, except such rights as they may have the proceeds of such insurance. Subcontractor shall require waivers from its supplier and subcontractors.

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