

**Meyer Contracting Corporation
Insurance Requirements**

SUBCONTRACTOR(S) shall indemnify and hold harmless Meyer Contracting Corporation, the owner(s) and its representatives against any and all liabilities, claims and costs of any kind and nature for injury or death of any persons and for loss or damage to property occurring in connection with work performed.

All SUBCONTRACTORS, shall procure, maintain and provide evidence of such insurance to protect CONTRACTOR, Owner(s) and its representatives from the claims set forth below which may arise out of or result from the SUBCONTRACTOR'S performance of the Work under this Agreement, whether such performance is by itself or of its SUBCONTRACTORS or anyone directly or indirectly employed by any of them, or by anyone for whose acts for any of them may be liable, in the following minimum amounts:

Commercial General Liability (Occurrence Form): Bodily injured liability and property damage liability combined in the amount of \$2,000,000.00 per occurrence and in the aggregate where applicable.

Worker's Compensation and Employer's Liability in accordance with applicable Law including Employers Liability with a limit of at least \$100,000.00.

Comprehensive Automobile Liability: Bodily injury liability and property damage liability combined in the amount of \$1,000,000.00 per occurrence.

Umbrella Liability: \$2,000,000.00 Each Occurrence; \$2,000,000.00 Aggregate (If required by the Owners Contract).

The foregoing policies shall contain a provision that coverage's will not be canceled or non-renewed until at least sixty (60) days prior written notice has been given to the CONTRACTOR. Certificates of Insurance showing such coverage's to be in force shall be filed with the CONTRACTOR prior to commencement of the Work.

Comprehensive or 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.

The SUBCONTRACTOR shall maintain in effect all insurance coverage required under this Agreement at the SUBCONTRACTOR'S sole expense and with insurance companies acceptable to the CONTRACTOR or qualified representative e.g.: Marshal & Sterling. A Certificate of Insurance, or certified copies of policies acceptable to the CONTRACTOR, shall be submitted and filed with the CONTRACTOR prior to the commencement of the SUBCONTRACTOR'S work. The SUBCONTRACTOR shall obtain the certificates form any and all Sub-Subcontractors brought in to perform work under them. MCC reserves the right to refuse any sub-subcontractor to the project. In the event the SUBCONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, the CONTRACTOR may purchase such coverage and charge the expense thereof to the SUBCONTRACTOR, or terminate this Agreement.