



Subcontractor Certificate of Insurance - Requirements

Please note that payments to subcontractors **WILL NOT** be made until an executed subcontract agreement or purchase order **AND** properly completed Certificate of Insurance are received by Hawthorne Commercial Construction, LLC ("Hawthorne")

Please submit to:

Hawthorne Commercial Construction, LLC
35 Devonshire Crossing
Chelmsford, MA 01824
Phone: (978) 710-6295 Fax: (978) 710-6413

Detailed Certificate of Insurance requirements are attached, and should be forwarded to your insurance agent as soon as possible.

Hawthorne will not accept non-conforming certificates of insurance. Please review your certificate of insurance and make sure that:

- 1) Aggregate limits per project are listed in the General Liability section.
- 2) Copies of the additional insured endorsements for ongoing and completed operations are attached.
- 3) Primary and Noncontributory language is included.
- 4) Workers comp. coverage must be provided in section 3A of the policy for the state where the project is located, with no exclusion of partners/executive officers.
- 5) All policies should include a waiver of subrogation in favor of Hawthorne.

*The above insurance requirements are included in your subcontract or purchase order agreement. See the attached detailed requirements and sample cert. specimen.

Subcontractor Insurance - Requirements

Insurance and Bonds

1. The Subcontractor agrees to maintain its own insurance coverage in the same limits as the General Contract requires of the Contractor but in no event, regardless of the General Contract requirements, shall insurance limits be less than what the applicable law requires or the following, whichever is greater:

Commercial General Liability:	\$1,000,000 per Occurrence \$ 2,000,000 in the Aggregate
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Automobile Liability:	\$1,000,000 Combined Single Limit
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Umbrella/Excess:	\$5,000,000 per Occurrence
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Workers' Compensation and Employers Liability:	\$1,000,000	Each Accident
	\$1,000,000	Disease Each Employee
	\$1,000,000	Disease – Policy Limit

The Aggregate limit shall apply separately to each project. The coverage shall include, without limitation, explosion, collapse, underground and contractual liability coverage. Coverage must apply in the state where the project is located and that state must be listed in the policy declarations page.

2. Using the forms listed below, and to the fullest extent permitted by law, the Subcontractor must add the Contractor, Owner, and Architect and any other entity or individual the Contractor is required to have added as additional insureds, to all of its liability policies applicable to this project, including without limitation, general liability, automobile liability, and those policies providing excess/umbrella insurance. Further, the Subcontractor is required to provide a policy providing that, in the event the Contractor, Owner or Architect or other required additional insured has other insurance, the Subcontractor's policies, including excess policies, are primary and noncontributory to any other insurance of the additional insureds. The Subcontractor shall provide the additional insureds with products and completed operations coverage for 6 years.

Acceptable General Liability Additional Insured Forms

CG 20 10 (11 85)	Options	Preferred Endorsement
CG 20 10 (03 97)	AND	CG 20 37 (10 01) OR
CG 20 10 (10 93)	AND	CG 20 37 (10 01) OR
CG 20 10 (10 01)	AND	CG 20 37 (10 01) OR
CG 20 33 (07 98)	AND	CG 20 37 (10 01) OR
CG 20 33 (03 97)	AND	CG 20 37 (10 01) OR
CG 20 33 (10 01)	AND	CG 20 37 (10 01) OR

3. Before beginning work, the Certificates of Insurance and at Contractor's sole discretion, copies of the additional insurance endorsements shall be filed with Contractor. The Certificate provided shall be consistent with the certificate of insurance form and incorporated herein. Subcontractor also shall furnish Certificates of Insurance for all approved lower tier subcontractors before beginning any work.
4. If requested by Contractor or required in the Contract Documents, Subcontractor shall furnish Payment and Performance Bonds from a company satisfactory to Contractor, with a home office in the United States and licensed to do business in the state where work is being undertaken, in the penal sum the Contractor requires or as set forth in the Contract Documents, whichever is greater. The request for such a bond post execution of this Contract will require a change order to the Subcontractor for the bond cost.
5. To the fullest extent permitted by law, Subcontractor waives all rights against Owner, Contractor and anyone Contractor is required to defend, indemnify, or hold harmless, their officers, agents, servants, employees and attorneys, for damages caused by fire or other perils to the extent covered by property insurance required to be provided or maintained by this Contract, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.



Additionally, to the fullest extent permitted by law, unless enforcement would void the insurance coverage provided while working on the Project, or void completed operations coverage, the Subcontractor waives all rights of subrogation and recovery against Contractor to the extent of any loss or damage which is covered by any other insurance required to be maintained by it under this Contract, or any future insurance Subcontractor obtains, except such rights as it may have in the proceeds of such insurance. This waiver includes without limitation, losses or damages to recovery by subrogation because of, without limitation, deductible clauses, inadequacy of limits of any insurance policy, or limitations or exclusions of coverage, third party claims, or any other reason of any name or nature against the Owner, the Contractor and anyone else Contractor is required to defend, indemnify or hold harmless, and any of their officers, agents, employees, consultants, attorneys, and any other subcontractor performing work or rendering services on behalf of the Owner in connection with the planning, development and construction of the Project. The Subcontractor shall require similar written express waivers from each of its subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged. To the extent Subcontractor's insurer, or that of any of its subcontractors, make claims or file suit against Contractor despite this provision, the Subcontractor shall, to the fullest extent permitted by law, defend, indemnify and hold Contractor harmless in the same manner as set forth in the Indemnification provision, Article 10 herein.

6. The Subcontractor shall require similar waivers in favor of the parties enumerated herein from its subcontractors, agents and employees.
7. The Subcontractor's failure to comply with any of these provisions shall be grounds for immediate termination of Subcontractor without further notice.