



## SUB CONTRACTOR AGREEMENT

### INSURANCE REQUIREMENTS

#### **General Liability**

Comprehensive General Liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for Bodily Injury and Property Damage, including coverage for premise operations and products and completed operations. Delete reference to exclusionary wording – 50' of Railroad under "insured contract" definition.

Stop Gap Liability (if applicable) for Monopolistic States - \$1,000,000 Limit Waiver of Subrogation in favor of Jim Dobbas, Inc.

Jim Dobbas, Inc. shall be listed as an additional insured, primary basis.

#### **Auto Liability**

Commercial Auto Liability with a combined single limit of not less than One Million Dollars (\$1,000,000) covering all owned, hired, and non-owned vehicles.

Delete reference to exclusionary wording – 50' from Railroad under "insured contract" wording.

#### **Workers Compensation**

Statutory Limits or  
State or Private Industrial Accident Insurance

Employers Liability

Part B of Workers Compensation – or Stop Gap coverage

Limits: \$1,000,000 each Employee Bodily Injury by Accident

\$1,000,000 each Employee Bodily Injury by Disease

\$1,000,000 policy limit Bodily Injury by Disease

The above insurance requirements shall be made available to Jim Dobbas, Inc. as evidenced by certificate of insurance. The certificate shall provide 30 days written notice of cancellation to Jim Dobbas, Inc.

All Sub, Subs-sub Contractors will also comply with the above requirements.



## SUB CONTRACTOR AGREEMENT

THIS AGREEMENT, made this        day of        by and between Jim Dobbas, Inc. hereinafter called the Contractor, and        hereinafter called the Sub-Contractor.

1. This agreement is to remain in effect for as long as said Sub-Contractor continues to perform work for Contractor.
2. Sub-Contractor shall continuously maintain in force all Licensing and Bonding as required by law. Sub-Contractor agrees to comply with all statutory codes for public and employment safety and health.
3. Sub-Contractor hereby acknowledges full responsibility for job site safety of all employees.
4. Indemnification:
  - a. Sub-Contractor shall hold and save Contractor harmless from any and all liability, costs, expenses and damages for damage to the Work or to the Project, and for injury or death or damage to property occurring on or in connection with the Work or the Project, arising out of the acts or omissions of Sub-Contractor, its employees, agents or sub-contractors, or otherwise arising out of the performance of the Work, excepting only such as arise due to the sole negligence of Contractor.
  - b. Sub-Contractor shall hold and save Contractor harmless from any and all liability, costs, expenses, damages, liens, or other loss, including attorney's fees arising out of any act or omissions of Sub-Contractor, its agents employees or sub-contractors, in the performance of the Work which acts or omissions are in violation of or not in compliance with any federal, state, local or other public agency permit , regulation, rule or law, including those pertaining to protection of the environment, air, water, soil, noise or public or private property.
  - c. Sub-Contractor shall hold and save Contractor harmless from any and all liability, costs, expenses and damages, including attorneys' fees arising out of any breach by Sub-Contractor or any term or condition of this Sub-Contract Agreement or of the Contract and Contract documents.
  - d. Sub-Contractor shall guarantee the Work to the same extent that contractor is obligated to guarantee its work under the Contract and Contract Documents, and shall promptly obtain and furnish any warranties or guarantees required by the Contract and Contract Documents, in form satisfactory to Owner.



## SUB CONTRACTOR AGREEMENT

5. Insurance: Before commencing any activities under the Agreement, Sub-Contractor shall at its own cost and expense, secure a policy or policies of insurance, and during the term of this Agreement, maintain such insurance, in a form, and with companies acceptable to Contractor and Sub-Contractor agrees to maintain the insurance coverage as required in force until the expiration of the applicable statute of limitation relating to latent defects in construction of, or improvements to, real property, insuring against liability growing out of the Sub-Contractors operations, or the operations of its employees, agents, sub-contractors, or other persons acting for or on behalf of the Sub-Contractors including the following:

- a. Comprehensive General Liability insurance with a combined single limit of not less than One Million Dollars (1,000,000) per occurrence and Two Million Dollars (2,000,000) in the aggregate for Bodily Injury and Property Damage, including coverage for premises operations and completed operations, independent contractors, blanket contractual liability (including liability assumed under the indemnification paragraph of this agreement), explosion, collapse, and underground damage, and automobile liability insurance covering owned, hired, and non-owned vehicles. The policy shall include the aggregate per project or location endorsement.

The policy shall by endorsement name Contractor as additional insured with respect to the performance of this agreement. The additional insured endorsement shall be written on the CG2010 11/85 edition or equivalent, covering liability arising out of your work, including completed operations. This endorsement shall be primary and non-contributory, and Sub-Contractor's coverage shall be exhausted first notwithstanding that the Contractor may have other valid and collectable insurance covering the same risk. Nothing herein contained shall limit the Sub-Contractor's liability to Contractor to the scope or the amount of insurance coverage.

- b. State of Private Industrial Accident insurance covering the Sub-Contractor and all its employees which shall fully comply with the State and Federal Employment and Workers Compensation Laws.
- c. Employer's Liability insurance covering Sub-Contractor and all its employees having limits of:
  - \$1,000,000 each Employee Bodily Injury by Accident
  - \$1,000,000 each Employee Bodily Injury by Disease
  - \$1,000,000 Policy Limit Bodily Injury by Disease

I have read and fully understand this Sub-Contract Agreement. I understand this becomes a permanent part of all work sub-contracted to me by the Contractor.

**Company Name:** \_\_\_\_\_ **CSLB# (if applicable)** \_\_\_\_\_  
**Authorized Agent Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Authorized Agent Signature:** \_\_\_\_\_