

EXHIBIT NO.1 TO SUBCONTRACT

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability prior to commencement of work through final date of date of payment to Subcontractor:

1) Commercial General Liability (CGL)

- a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. 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 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- 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.

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

3) Commercial Umbrella

- a) Umbrella limits must be at least \$1,000,000.
- 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 and non-contributory insurance 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.

4) Workers Compensation and Employers Liability

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

5) Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect/Engineer 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) Notification of Cancellation, Non-Renewal or Material Change in Coverage Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance in the event of cancellation, non-renewal or material change in coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.

7) Certificates of Insurance

Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. 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. Subcontractor shall maintain on file with the contractor valid certificates of insurance until final payment is received by the Subcontractor.

LAW TO APPLY

This Agreement and Contract hereunder shall be governed and interpreted under the laws of the State of Oklahoma, and venue shall be maintainable in «County\_Jurisdiction» County, State of Oklahoma.

«Subcontractor»  
Subcontractor

By: \_\_\_\_\_

Printed Name: «Executing Name» \_\_\_\_\_

Title: «Executing Title» \_\_\_\_\_

Date: «Date of Execution» \_\_\_\_\_