

HATHAWAY DINWIDDIE CONSTRUCTION COMPANY  
**EXHIBIT "B"**  
 SUBCONTRACT AGREEMENT CONDITIONS OF INSURANCE  
 «PROJNAME» PROJECT/HDCC JOB NO.«ProjNo»

THESE CONDITIONS OF INSURANCE shall modify, by addition at the end of Article 5 - INSURANCE, as follows:

«ProjOwner» and HATHAWAY DINWIDDIE CONSTRUCTION COMPANY (CERTIFICATE HOLDER) and its Parent Company and/or Corporations and Owned, Controlled, Associated, Affiliated and Subsidiary Companies and/or Corporations and each of their Directors, Officers, Agents, Consultants, Servants and Employees, and all other interests as may be reasonably required by Hathaway Dinwiddie Construction Company shall be named as Additional Insured under Subcontractor's General and Excess/Umbrella policy(s) by use of Insurance Services Office Form CG 20 10 11 85 or its equivalent and such policy(s) shall be endorsed to provide that they shall be PRIMARY and neither the Owner's nor Contractor's policies will be called upon to contribute with the Subcontractor's policy(s). **All insurance policies shall, by appropriate language, waive the right of subrogation against Contractor (Hathaway Dinwiddie Construction Company) and Owner («PROJOWNER»).**

Subcontractor shall provide insurance to the following minimum limits of liability, or such higher limits of liability as required by the Contract Documents:

Workers' Compensation:

Statutory

Employer's Liability:

\$1,000,000

each accident for bodily injury

\$1,000,000

each employee for bodily injury by disease

\$1,000,000

policy limit for bodily injury by disease

General Liability:

\$1,000,000

combined single limits for bodily injury and property damage, each occurrence

\$1,000,000

products and completed operations aggregate

\$1,000,000

personal injury

\$2,000,000

general injury aggregate (if Commercial General Liability form)

General Liability form to be an occurrence basis and to include premises and operations; products and completed operations; contractual liability for obligations assumed under this Agreement; broad form property damage including completed operations; explosion, collapse and underground hazards; and personal injury liability.

Automobile Liability:

Including coverage for all owned, non-owned and hired automobiles with combined single limits of:

\$1,000,000

each accident for bodily injury and property damage

Umbrella/Excess Liability:

Where Umbrella and/or Excess policies are used to satisfy increasing limits of liability, such policies must not reduce nor restrict coverage otherwise required for General or Automobile liability coverage.

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Property Insurance:

Contractor and/or Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance.

Where Builder's Risk insurance purchased by Owner or Contractor contains deductibles, Subcontractor shall be responsible (or such deductible applicable to damage to Subcontractor's Work and/or damage to other work caused by Subcontractor)

Where Builder's Risk insurance is not purchased by Owner or Contractor, Subcontractor shall be fully responsible for all loss or damage to its Work.

In the event of a loss insured under Builder's Risk insurance provided by Contractor or Owner and such insurance provides coverage for loss or damage to Subcontractor's Work, Subcontractor shall be bound by any adjustment which shall be made between Contractor or Owner and the insurance company or companies. Loss, if any, shall be made payable to Contractor and/or Owner, as their interest may appear, for the account of whom it may concern.

Contractor shall not be responsible for any loss or damage to Subcontractor's Work, however caused, until after final acceptance by Contractor and Owner. Contractor shall not be responsible for loss of or damage to materials, tools, equipment or other personal property owned, rented or used by Subcontractor or anyone employed by Subcontractor in the performance of the Work, however caused. Insurance for any loss or damage to Subcontractor's machinery, tools, equipment or other personal property owned by Subcontractor or anyone employed by it in the performance of the Work, shall be the responsibility of Subcontractor.

Professional Liability for Architects and Engineers; Aviation Liability; and Pollution Liability:

When applicable to the Work, Subcontractor shall provide the following limits of liability for the exposures associated with Design-Build; Aircraft, and/or Pollution exposures:

Professional Liability for  
Architects and Engineers:           \$1,000,000           per claim and in the annual aggregate

Pollution Liability (including  
Asbestos and lead paint):           \$1,000,000           per claim and in the annual aggregate

**Note:** Where Work involves remediation of asbestos, lead or other pollutants the limits shall be increased to \$5,000,000 per claim and in the annual aggregate.

Aviation Liability:                   \$5,000,000           per claim and in the annual aggregate

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ALL POLICIES:

*Evidence of insurance coverage is required to be furnished upon execution of Subcontract Agreement, prior to starting any work on the Project, and must evidence all of the provisions of Article 5 and this Exhibit "B"- SUBCONTRACT AGREEMENT CONDITIONS OF INSURANCE. Such evidence of insurance may not limit the insurer's liability for failure to notify certificate holder of cancellation within the thirty -(30) day time frame required. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements. Any deductible(s) or self-insured retention(s) shall be borne by Subcontractor and not for the account of Contractor or Owner.*

**INSURANCE COVERAGE SHALL BE WRITTEN WITH A MINIMUM OF AN "A" BEST-RATED INSURANCE COMPANY UNLESS OTHERWISE APPROVED BY CONTRACTOR.**

SAMPLE



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**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Coverage provided to the Additional Insureds under this Endorsement is primary and other insurance maintained by the Additional insured is deemed to be excess and shall not contribute with this insurance.

**OPTIONAL**

**HATHAWAY DINWIDDIE CONSTRUCTION COMPANY**  
ADDENDUM TO CERTIFICATE OF INSURANCE

Addendum to Certificate of Insurance Dated: \_\_\_\_\_

General aggregate Limits of Liability provided by General and Excess/Umbrella Liability  
Policy(s)

Apply separately as regards for which this certificate evidences coverage.

Contract owner and contractor are additional insureds on Subcontractor General and  
Excess / Umbrella Liability policy(s).

Subcontractor's General Liability policy is primary and neither the contract owner or  
contractor's insurance policies will be called upon to contribute with the subcontractor's  
policy (s) in event of loss covered thereunder.

All insurers under policies of insurance shown on this certificate waive their rights of  
subrogation as against the contract owner and contractor.

\_\_\_\_\_  
Authorized Representative

Name of Insured: \_\_\_\_\_

Policy Number : \_\_\_\_\_