

Insurance, Worker’s Compensation and Waiver Requirements for All Subcontractors

Subcontractor shall carry such compensation, public liability and other types of insurance as may be required by the Contract Documents and to fully protect his workmen, the Contractor, the Owner and the public at all times, naming the Contractor (and sometimes Owner if requested) as an additional insured. In no case shall the Subcontractor’s insurance limits be below those listed below:

GENERAL LIABILITY:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expenses	\$5,000

AUTOMOBILE LIABILITY:

Combined Single Limit	\$1,000,000
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EXCESS LIABILITY:

Each Occurrence	\$1,000,000
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WORKER’S COMPENSATION:

Each Occurrence	\$1,000,000
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If Design work is required, Subcontractor must carry Professional Liability coverage of \$1,000,000 as well.

*****Please note, you are required to carry a worker’s compensation policy in the state the project is located. Kentucky jobs will require proof of a Kentucky worker’s compensation policy and Ohio jobs will require an Ohio BWC certificate.**

Subcontractor shall forward proof of insurance prior to the start of any work, however, failure of Contractor to demand such proof of insurance shall in no way relieve Subcontractor of responsibility to provide insurance as outlined above. Additionally, Subcontractor shall cause the following language to be included on any Certificate of Insurance issued to Contractor:

“Paul Hemmer Company is named as additional insured and waiver of subrogation clause is added. Aggregate limit applies per project. The insurance provided for the additional insured is primary insurance. Any other insurance maintained by the additional insured will be considered excess over and non-contributory with the insurance provided by this policy”.

Waiver Requirements

1. “SUB-CONTRACTOR AFFIDAVIT AND CONDITIONAL WAIVER OF LIEN UPON PROGRESS PAYMENT”. This waiver should be included with any progress billing.
2. “SUB-CONTRACTOR AFFIDAVIT AND CONDITIONAL FINAL WAIVER AND RELEASE OF LIENS”. This waiver should be included in the final billing (which is generally for retainage).
3. “AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR NO. 44”. This waiver will list all suppliers and specify amounts due or amounts paid.
4. “MATERIAL SUPPLIER CERTIFICATE AND CONDITIONAL WAIVER OF LIEN UPON PAYMENT”. This waiver is necessary if we have issued a Purchase Order for material only.

*****Please note, on some specific jobs, the owner may require their own waiver, and may require a Final Unconditional Waiver when all funds have been paid.**