

Marek Brothers Systems, LLC looks forward to working with our subcontract partners. To become a MAREK subcontractor, all subcontractors must first submit their W-9 and certificate of insurance, including all endorsements. Our minimum requirements are listed below. Certain projects may have additional or increased requirements which would be provided in the project Work Authorization. Once your W-9 and insurance coverage has been verified, a Master Subcontract Agreement will be issued to you via DocuSign.

The certificate holder on the COI must be: Marek Brothers Systems, LLC
3539 Oak Forest Drive
Houston, TX 77018

Minimum Subcontractor Insurance Requirements:

1) Insurance:

a) Subcontractor will provide the following insurance, prior to beginning work on the project. Failure to maintain such insurance is a material breach of this Subcontract and Subcontractor shall be liable for the cost for Contractor to obtain the insurance required herein. Failure to maintain such insurance does not eliminate any other liability of Subcontractor under this Subcontract.

i) Commercial General Liability (CGL)

- 1) 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), 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.
- 2) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, insured contracts and personal and advertising injury.
- 3) Contractor, Owner and any other party required by written contract shall be included as insureds on the CGL, using ISO Additional Insured Endorsements CG 20 10 11 85 or CG 20 33 10 01 AND CG 20 37 10 01 or CG 20 10 10 01 AND CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. The Subcontractor and Contractor intend that this additional insured status shall include coverage for completed operations).
- 4) Subcontractor's liability insurance 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.
- 5) 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 2 years after completion of the Work.

- 6) Subcontractor shall also assure that its liability coverage contains professional liability coverage to the full extent of any design work that it performs in connection with the Project.
- 7) Subcontractor's coverage may not include any of the following endorsements.
 - (a) Contractual Liability Limitation, CG 21 39
 - (b) Amendment of Insured Contract Definition, CG 24 26
 - (c) Limitation of Coverage to Designated Premises or Project, CG 21 44 07 98
 - (d) Exclusion – Damage To Work Performed By Subcontractors On Your Behalf, CG 22 94 or CG 22 95
 - (e) Any type of Classification or Business Description Limitation endorsement
 - (f) Any type of Construction Defect Completed Operations exclusion
 - (g) Any type of Habitational, Residential, or Condominium exclusion if the Project involves any type of habitational or residential-related work
 - (h) Any type of Punitive, Exemplary or Multiplied Damages exclusion
- ii) 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) Contractor, Owner and any other party required by written contract shall be included as additional insured on the auto policy.
- iii) 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.

It is understood that the above requirements are Contractors minimum insurance requirements and that the Prime Contract may have greater requirements which must be adhered to by all those performing work related to the project and Subcontractor agrees to comply with any and all insurance requirements contained in the Prime Contract that exceeds those shown above.

- b) Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying that 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.
- 2) Subcontractor waives all rights against Contractor, Owner and any other party required by written contract for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.
- 3) Subcontractor's General Liability, Automobile Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least 30 days in

advance in the event of cancellation, non-renewal or material change in coverage of said policies.