



General Contractors  
Construction Managers  
Design/Build

This form is meant to act as a checklist of how to conduct business with JCI Contractors. Please contact us if you have any questions.

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1. Subcontract signed and returned to JCI Contractors
2. Project manager/foreman and contact information i.e. office, fax, & cell number. Also an email address
3. Certificate of Insurance(s)\*
4. Workers' Compensation Certificate of Insurance\*
5. Submittals, if required
6. Any bonding requirements, if required
7. Safety plan & Information (for new subcontractors only)
8. Signed acknowledgement of JCI Contractors safety plan
9. Pay requests MUST be received by the 25th of each month
10. Final lien release must be returned before retainage is released  
*Disregard if there is no retainage to be held.*
- 10.W-9

**NOTE: SUBCONTRACTORS WILL NOT BE ALLOWED ON THE JOBSITE UNTIL CONTRACTS ARE SIGNED, AND CERTIFICATES OF INSURANCE ARE PROPERLY SUBMITTED AND ACCEPTED BY JCI CONTRACTORS.**

## **Subcontractor's Insurance**

Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontractor or any individual Work Order, insurance coverage required by the Contract Documents and this Subcontract. At a minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A-(excellent) rating by A.M. Best and be qualified to do business in the state where the project is located.

This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-subcontractor's will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-subcontractor's expense.

### **Commercial General Liability Insurance**

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising injury Limit

### **Business or Commercial Automobile Liability Insurance**

\$1,000,000 combines single limit per accident

### **Worker's Compensation and Employer's Liability Insurance**

\$100,000 Each Accident

\$100,000 Each Employee for injury by Disease

\$500,000 Aggregate for Injury Limit

### **Excess or Umbrella Liability**

\$1,000,000 occurrence/aggregate

The Contractor and Owner, along with their respective officers, agents and employee's, shall be named as additional insureds for Ongoing Operations and Products/ Completed Operations on the Subcontractor's and any Subcontractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. The Subcontractor shall continue to carry Completed Operations Liability for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by any one for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) day's notice to Contractor for cancellation or any change in coverage. Copies of insurance policies shall promptly be made to the Contractor upon request.

### **Safety**

The Contractor makes no representation with respect to the conditions or safety of any Project Site. The Subcontractor shall, at its expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by the Work is the responsibility of the Subcontractor and Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as Subcontractor shall indemnify. Defend and hold harmless Contractor, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Subcontractor's failure to comply with the aforesaid laws, regulations and codes.

### **Clean-up**

Subcontractors shall clean up the areas used by Subcontractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by Contractor, and in a manner that will not impede either the progress of the Project or the trades, all rubbish, waste material, excess material and debris resulting from the Work.