



TERMS AND CONDITIONS OF INSURANCE AND INDEMNIFICATION

Contractor agrees to obtain and keep in force during the term of this contract and during any time where work is being performed on Anchor Harvey property, the below-described insurance coverage relating to the work under this contract.

Such insurance shall be carried with insurance companies with an A.M. Best Rating of A:VII or greater and the **Contractor must furnish Anchor Harvey with a certificate evidencing such insurance coverage prior to commencing any work under this contract** and a renewal certificate at least 30 days prior to the expiration of the then current certificate. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Anchor Harvey reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Unless there is a separate written agreement between Contractor and Anchor Harvey that specifies different coverages, the insurance coverage which the Contractor shall obtain and keep in force throughout all work on the property, is as follows:

- (a) Workers Compensation insurance shall meet or exceed the statutory requirements set by the state where the premise is located and shall include occupational disease insurance and Employers Liability insurance with no less than \$1,000,000 limits.
- (b) Automobile Liability insurance covering all vehicles and equipment used in connection with the work with limits of not less than \$1,000,000 bodily injury per occurrence and \$1,000,000 per occurrence for property damage.
- (c) Commercial General Liability insurance (including contractual, products and completed operations liability insurance) covering work performed under this contract, with limits of not less than \$2,000,000 per person for bodily injury and property damage per occurrence. Underground coverage shall be included as an extension of the general liability insurance if the work to be performed requires excavation, trenching, tunneling or other underground work. This \$2,000,000 will be required of all Contractors, who are involved in any work as part of the project or services pursuant to this contract.
- (d) Anchor Harvey shall be named Additional Insured on Contractor's Commercial General Liability Policy.

The Contractor shall specifically require each of its subcontractors to obtain and maintain the above-required insurance coverages. Contractor shall be responsible for ensuring that its subcontractors are in compliance with all insurance requirements listed above and will provide Anchor Harvey with copies of the subcontractor's certificates of insurance.

Contractor shall indemnify and hold harmless Anchor Harvey, its parents, affiliates, subsidiaries, divisions, successors, assigns, agents, servants, employees and representatives (collectively, "Indemnities") against any and all losses, claims, demands, actions, suits, payments, and judgments arising from personal injury, including death, property damage or otherwise, brought or recovered against the Indemnities by reason of any act or omission of Contractor, its agents, servants, employees, subcontractors, or representatives used in the performance of the work pursuant to this contract, including reasonable attorney's fees and expenses, incurred in the defense of any suit or claim.

Claims Made Policies

If any coverage is written on a claims-made form (note that the CGL policy **must** be written on an occurrence policy), the retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

For construction contractors, the following terms apply:

- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start work date, the contractor must purchase the extended reporting period coverage for a minimum of five (5) years after the completion of the contract work.

Waiver of Subrogation

Contractor hereby grants to Anchor Harvey a waiver of any right to subrogation which any insurer of Contractor may acquire against Anchor Harvey by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Anchor Harvey has received a waiver of subrogation endorsement from the insurer.

Signature and Title

Date

Contractor Name

CONTRACTOR ENVIRONMENTAL, HEALTH AND SAFETY (EHS) FORM

All **Contract Service Providers** must complete this form.

A. GENERAL INFORMATION:			
1. Company Name:		Phone:	Fax:
Address			
2. Insurance Carrier(s):			
Company / Contact Person	Type of Coverage	Telephone	
3. Contractor EHS Evaluation Form Completed By:			
Name / Title:	Telephone:	Fax:	
(Signature)		Date:	
B. ORGANIZATION			
4. Describe Services Performed by your business:		NAICS Code (if known):	Size of company (circle):
			10 or fewer
			11 or greater
List the services/project that your company will be providing Anchor Harvey.			
C. SAFETY & HEALTH PERFORMANCE			
5. Injury and illness data (If you are not required to fill out an OSHA 300 log proceed to Number 6):			
	Insert Year		
	Rate	Rate	Rate
Total Recordable Injury Rate			
Lost Time Injury Rate			
6. Have you received any regulatory (EPA, OSHA, etc.,) citations in the last three years? If yes, please attach copies.			
		Yes	No
7. Please list your last 3 years of Experience Modification Rates (EMR)		Year	Year
	EMR	EMR	EMR

Contractor EHS Form cont.

D. SAFETY & HEALTH MANAGEMENT

8. Who is responsible for Health & Safety in your company?

Name & Title:

Telephone:

Fax:

E. INFORMATION SUBMITTAL

Depending upon the type of work your company may be performing onsite, you may be asked for additional EHS related documentation. Please provide copies of all items checked below when returning this form.

- ☒ The signed Terms and Conditions Insurance and Indemnification Statement
- ☒ Insurance Certificates for the contractor
- ☒ Names of employees that will be working on site during the project (If known)
- ☐ Experience Modification Rate (EMR) documentation from your insurance carrier
- ☐ List of vehicles/equipment which will be used (Forklifts, Powered Industrial Trucks, cranes, backhoe's, etc.)
- ☐ Incident Investigation Procedures
- ☐ Hazard Communication Program
- ☐ Respiratory Protection Program
- ☐ Personal Protective Equipment Program
- ☐ Confined Space Entry Program
- ☐ Electrical Safety Program – NFPA 70E Practices
- ☐ Lockout/Tagout Program
- ☐ Hot Work Permit Program
- ☐ Fall Protection Program
- ☐ Safety & Health Orientation (outline) – Site Orientation process for contractors
- ☐ Safety & Health Training Program (outline)
- ☐ Applicable Safety & Health Training Records
- ☐ Site Safety Plan-as determined by the Contractor
- ☐ Other Requirements (List)

CONTRACTOR APPROVAL – TO BE COMPLETED BY ANCHOR HARVEY

This section shall be completed by the Anchor Harvey Point of Contact or Designated Site Representative responsible for managing the Contractor EHS Program.

Document Name	Yes	No	N/A
1. Terms and Conditions of Insurance and Indemnification Form			
2. Contractor EHS Evaluation Form			
3. Other documentation as requested by the EHS Evaluation Form			
4. Contractor EHS Acknowledgement of Receipt			
5. Is the contractor approved for working at Anchor Harvey?			
Name & Title:	Date:		

CONTRACTOR EHS ACKNOWLEDGMENT OF RECEIPT

*Please note: this acknowledgment is to be signed and returned along with the required information from the **Contractor Environmental, Health and Safety (EHS) Form**, Insurance Certificate and any other requested information in this program.*

Contractor acknowledges receipt of Anchor Harvey's Contractor Environmental, Health and Safety (EHS) site specific requirements and agrees with its terms and agrees to comply with and carry the minimum amounts of insurance as required on the "Terms and Conditions of Insurance and Indemnification" form.

Contractor has read the Contractor EHS site specific requirements as they apply to contractors working on Anchor Harvey premises. Contractor will inform the Contract Employees (as previously defined) of its content and requirements. Contractor understands that if at any time any of the Contract Employees are unsure as to the meaning or specific requirements of an item or job requirement, they are to contact the Company Representative for clarification prior to beginning or continuing work. All Contract Employees shall do their utmost to ensure that any hazards identified will be eliminated immediately before proceeding.

Contract Employees will also follow all applicable governmental safety and environmental regulations and standards, and other industry guidelines which the work may be affected by. Contractor understands that if any of the Contract Employees are found to be in non-compliance with this contractor safety program or governmental regulations and standards, corrective action can be taken by Anchor Harvey depending on the severity and/or frequency of the infraction, including immediate removal from the work site and termination of the work contract.

CONTRACTOR:

Printed Name: _____

Signature: _____

Position: _____

Company: _____

Date: _____