



WORTHINGTON
INDUSTRIES

Contractor Insurance Requirements

1. The Contractor shall, at all times during the term of the contract at its own cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in **immediate** termination of the contract. Certificate Holder should read: Worthington Industries, Inc with the address of the facility that the work is being performed.
2. All insurance and surety bonds should be issued by companies admitted to do business in the state where the work is being performed and have a rating of A-, Class VIII or better in the most recently published edition of the Best's Reports.
3. Worthington Industries shall be provided written notice 30 days before cancellation or non-renewal of any insurance referred to herein.
4. Before starting work, Contractor shall furnish Worthington Industries with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein.
5. Contractors shall include all subcontractors as insureds under all required policies, or shall furnish separate certificates of insurance for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of a contractor or subcontractor to comply with insurance requirements does not limit contractor's liability or responsibility.
6. Worthington Industries, its elected and appointed officers, agents, and employees shall be named as Additional Insured on the General Liability, Automobile Liability, Excess Liability, and Property insurance policies.
7. All insurance provided in compliance with these requirements shall be primary as to any other insurance or self-insurance programs afforded or maintained by Worthington Industries.
8. Except as prohibited by law, Contractor waives all rights of subrogation against Worthington Industries for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability.
9. If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to Worthington Industries.
10. The limits of insurance shall not be less than as follows:

Commercial General Liability

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate Per Project
\$2,000,000	Products/Completed Operations Aggregate

All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under contract (including tort liability of another assumed in a business contract), and contain a separation of insureds condition.

Auto Liability

Contractor shall maintain business auto liability, covering liability arising out owned, non-owned and hired automobiles, in an amount not less than:

\$1,000,000 Per Accident Combined Single Limit Bodily Injury and Property Damage

Umbrella/Excess Liability

\$5,000,000	Each Occurrence
\$5,000,000	General Aggregate

Limits required on Umbrella/Excess are in addition to the underlying General Liability, Employer's Liability, and Auto Liability policies.

If Contractor will engage in rigging, the use of an overhead crane, demolition, new build, major renovation, or work at extreme heights, replace limits above with:

\$10,000,000 Each Occurrence, \$10,000,000 General Aggregate.

Please submit appropriate documentation to the appropriate project manager

Rev: 9/10/08



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Workers' Compensation and Employer's Liability

Contractor shall comply with all of the state workers' compensation statutes and regulations. Workers' Compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance in this contract in the following amounts:

Workers' Compensation – Statutory
Employer's Liability-
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Each Employee
Bodily Injury by Disease \$1,000,000 Policy Limit

If Contractor, subcontractor, or sub-subcontractor fails to comply with the all of the states workers' compensation statutes and regulations and Worthington Industries incurs fines or is required by law to provide benefits to or obtain coverage for employees, Contractor shall indemnify Worthington Industries.

Professional Liability

Professional services include work, assistance, information or advise based on a specialized knowledge or expertise, including but not limited to architecture, engineering, law, financial, and accounting. Such coverage shall cover injury or loss resulting from the Contractors' rendering or failing to render professional services.

Contractor shall maintain limits no less than:

\$1,000,000	Per Incident, loss, or person
\$2,000,000	General Aggregate (where applicable)

Retroactive date on policy must precede the effective date of the contract. Contractor shall purchase 12-month tail should coverage not be renewed.

Pollution Legal Liability

Pollution legal liability is necessary when entering into an agreement with a waste disposal or treatment facility, a waste hauler, or a remedial action contractor, engineer or consultant who will be involved in the transport or disposal of waste.

Contractor shall obtain coverage for the duration of the contract for pollution legal liability, including defense costs, for bodily injury and property damage, including loss of damaged property or of property that has not been physically damaged or destroyed. Such coverage must be provided for both on-site and off-site clean-up costs and cover gradual and sudden pollution. Coverage shall be maintained in an amount of at least:

\$1,000,000	Each Occurrence for Contractor's operations at the site
\$5,000,000	Each Occurrence for all treatment, storage, and disposal facilities, including transportation to such facilities
\$5,000,000	General Aggregate

Any retroactive date must precede the date of the contract.

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