

Subcontractor Indemnity/Insurance Requirements

INDEMNITY; INSURANCE REQUIREMENTS. The Subcontractor specifically obligates itself to the Contractor and Owner, jointly and severally, in the following respects: (a) To indemnify them against and save them harmless from any use or infringements of patents; (b) To protect, defend and indemnify them against and save them harmless from any and all claims, costs, expenses (including attorney fees), suits or liability for damage to property, injuries to persons, including death and from any other claims, suits or liability on account of any act or omission of the subcontractor, or any of its officers, agents, employees, or servants and subcontractors or material men, and from any and all loss, damages, costs, expenses and attorney fees arising therefrom; (c) To pay for all materials furnished and work and labor performed under this Subcontract, and to satisfy the Contractor and Owner thereof whenever demand is made, and to protect, defend and indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits or liens therefor by other than the Subcontractor; (d) To obtain and pay for all trade permits, licenses and official inspections made necessary by the Work, and to comply with all laws, ordinances and regulations bearing on the Work and the conduct thereof; and (e) To protect, defend and indemnify the Contractor and the Owner against and save them harmless from, any losses, damages, costs, expenses and attorney fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of the Subcontractor.

Without otherwise affecting or reducing the aforesaid indemnity obligation, Subcontractor shall insure said indemnity and all its work by comprehensive liability insurance policies, naming the Contractor as an additional insured (except on workers compensation), from an insurance carrier with a minimum A.M. Best rating of A. The Subcontractor shall provide Contractor with a certificate(s) of insurance prior to the commencement of Subcontractor's work evidencing the following coverage:

A. Comprehensive General Liability: Coverage should include \$1,000,000 combined single limit of liability for bodily injury and property damage per occurrence with a \$2,000,000 aggregate limit. Coverage is to be written on an occurrence basis, not claims made. Coverage will include contractual liability, broad form property damage, ongoing and completed operations, and no exclusion for explosion, collapse or underground work performed. Coverage shall apply on a per project basis and provide primary and noncontributory coverage. The Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of the Contractor.

B. Comprehensive Auto Liability: Coverage shall be provided with a \$1,000,000 combined single limit of liability for bodily injury and property damage for all owned, non-owned and hired autos used by the Subcontractor, its employees, agents, subcontractors and suppliers on the project. The Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of the Contractor.

C. Excess/Umbrella: \$2,000,000 limit per occurrence and \$2,000,000 aggregate limit. Coverage should be written on a per occurrence basis, include the Contractor as an additional

insured and provide a waiver of subrogation in favor of the Contractor. The retention should be no greater than \$10,000. The Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of the Contractor. **Material suppliers strictly delivering materials to the job site and not performing any assembly or install do not need to carry umbrella coverage.**

D. Worker's Compensation and Employers Liability: Statutory coverage including Employers Liability with limits of at least \$500,000 each accident, \$500,000 disease for each employee and \$500,000 disease policy limit. Coverage will include a waiver of subrogation in favor of the Contractor.

E. The terms, parties covered and amounts of coverage listed above are to be considered minimum coverage, subject to requirements of the Contract Documents. Policies may not be canceled without adequate substitution before cancellation. The Contractor shall be listed as additional insured under the general liability, auto liability and excess liability coverages with respect to work done by the subcontractor on their behalf as required by written contract or agreement. All coverages must provide primary and non-contributory coverage and waiver of subrogation in favor of the Contractor.