



Professional Service Provider Indemnity/Insurance Requirements

INDEMNITY; INSURANCE REQUIREMENTS. Subcontractor specifically obligates itself to Contractor and the Owner, jointly and severally, in the following respects: (a) To indemnify Contractor and the Owner against and save them harmless from any use or infringements of patents; (b) To protect, defend and indemnify Contractor and the Owner 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, negligence, error, or omission of Subcontractor, or its officers, agents, employees, servants, consultants or subcontractors, and from any and all losses, damages, costs, expenses and attorney fees arising therefrom; (c) To pay for all materials furnished and work and labor performed under the Subcontract, and to satisfy Contractor and the Owner upon demand with evidence that said obligation has been met, and to protect, defend and indemnify Contractor and the Owner against and save them and the Project harmless from any and all claims, suits or liens therefor by other than Subcontractor; (d) To obtain and pay for all licenses necessary to perform 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 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 Subcontract, including but not limited to the aforesaid obligations and covenants.

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

- A. 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. Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of Contractor.
- B. 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.
- C. Professional Liability: Covering negligence, acts, errors and omissions in the performance of professional services and the Work with policy limits of not less than \$2,000,000 combined single limit of liability.
- D. The terms, parties covered and amounts of coverage listed above are considered minimum coverage, subject to requirements of the Contract Documents. Policies may not be canceled without adequate substitution before cancellation. Contractor and the Owner shall be listed as additional insured under the auto liability and excess liability coverages with respect to work done by 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 Contractor.
- E. If Subcontractor does not come on site to perform the Work, without otherwise affecting or reducing the aforesaid indemnity obligation, then only Professional Liability coverage with a \$2,000,000 single limit of liability must be in force.