

INSURANCE

INDEMNIFICATION

To the fullest extent possible by law, the Subcontractor shall indemnify and hold harmless and defend the Owner, Contractor, Architect, Architect's Consultants and agents and employees of any of them from and against all injuries, claims, damages and expenses including but not limited to attorney's fees arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Subcontractor or anyone for whose acts they may be liable regardless of whether or not such injury, claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such Obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In such claims against any person or entity indemnified under this Paragraph by an employee of the Subcontractor, the Subcontractor's Subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Subcontractors under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Subcontractor under this paragraph shall not extend to the liability of the Architect, the Architects Consultants and agents and employees of any of them arising out of; (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Architects Consultants and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

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The Subcontractor shall purchase and maintain in effect all insurances required of the Contractor under the Contract Documents, provided always Subcontractor shall at a minimum purchase and maintain in effect the following types of insurance:

Workman's Compensation with all states endorsement		Statutory Limits
Employers Liability	Each Accident	\$ 100,000.00
	Disease- Policy Limit	\$ 500,000.00
	Disease each employee	\$ 100,000.00
Commercial General Liability		
Including Broad Form Blanket	Each Occurrence	\$1,000,000.00
Contractual Liability & Products	General Aggregate	\$2,000,000.00
Completed Operations Coverage	Product Completion/Operations Aggregate	\$2,000,000.00
and Aggregate Limit of Insurance as Per Project Basis		
Comprehensive Automobile Liability	Each Accident	\$1,000,000.00
Liability including Owned Non-Owned Hired Vehicles		
Commercial Umbrella/Excess Liability	Each Occurrence	\$1,000,000.00
	Aggregate	\$1,000,000.00

Endorsement ISO CG 2010 (11/85) or its equivalent will be specifically added to the Commercial General Liability Policy to include the Owner and the Contractor as additional insured's. The coverage afforded to the additional insured's shall be primary insurance with respects to this project. If the additional insured' have other insurance which is applicable to the loss such other insurance shall be on an excess or contingent basis.

Any Subcontractor performing EIFS (Exterior Insulation and Finish System) work agrees to provide a Certificate and to indicate on the Certificate of Insurance that General Liability coverage does not contain and EIFS Exclusion Endorsement.

The Subcontractor agrees that all insurance policies required by this contract shall be written so that the Contractor will be notified in writing by the insurer of cancellation, restrictive amendment or change in limits of the policy at least (30) thirty days prior to the date of cancellation, restrictive amendment or change takes place.

At the time of execution of this agreement, the Subcontractor will provide the Contractor with a certificate of insurance indicating the required insurance is in force. The form of the certificate shall be the ACORD 25-S. Each certificate of insurance shall set forth all additional insured's, shall specifically indicate that the coverage is on an "occurrence" basis and includes Blanket/Excess Contractual Liability, Products/Completed Operations and that the General Aggregate Limit applies separately to each Project. If requested by the Contractor, a complete copy of each insurance policy providing the required coverage's shall be given to the Contractor within (5) five days of such request

A Certificate of Insurance must be submitted to the Contractor before commencement of work – no exceptions.

Pelletier CM Attachment