

b. Automobile Liability; to include all owned autos (private passenger & other than private passenger), hired & non-owned auto.

	Each Occurrence	Aggregate
Bodily Injury & Property Damage combined	<u>\$1,000,000</u>	<u>\$1,000,000</u>

c. Excess Liability.

	Each Occurrence	Aggregate
Bodily Injury & Property Damage combined	<u>\$1,000,000</u>	<u>\$1,000,000</u>

d. Workers' Compensation to include:

Part I – Statutory (which may be satisfied by self-insurance program meeting the requirements of State law); and

Part II	<u>\$ 100.000</u>	Each Accident
	<u>\$ 500.000</u>	Disease-Policy Limit
	<u>\$ 100.000</u>	Disease-Each Employee

e. Builder's Risk: per the general and supplementary conditions, to be provided by (check one):

Owner Contractor Subcontractor None to be provided. If one of the three entities in the previous sentence provides Builders' Risk insurance, the other two entities shall be named as an additional insured under that policy. The entity providing Builder's Risk insurance shall obtain and give to the other two entities insurance certificates showing compliance with these insurance requirements and indicating the coverages and limits cannot be materially changed or canceled without at least thirty (30) days prior written notice to the additional insureds.

f. Other See attached Rider #1 to Subcontract Agreement

The insurance shall be issued by a financially responsible company or companies having an A.M. Best Rating of A- or better. Contractor may waive this requirement in writing if Subcontractor is self-insured. Before beginning any Work, Subcontractor will provide insurance certificates showing compliance with these insurance requirements and indicating that the coverages and limits cannot be materially changed or canceled without at least thirty (30) days prior written notice to Contractor.

6.2 (Indemnification for Personal Injury/Property Damage/Defense of Claims) Assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the Work and including, without limitation, those damages or injuries occurring or resulting from the use by Subcontractor, its agents or employees, of materials, services, equipment, instrumentalities or other property, whether the same be owned by Contractor, Subcontractor, or others. Subcontractor, to the fullest extent permitted by law, also agrees to indemnify and save harmless Contractor, its agents and employees from all claims caused by Subcontractor's negligence and for Contractor's vicarious liability imposed by warranty arising out of the acts or omissions of the Subcontractor. **Further, Subcontractor agrees to defend Contractor, its agents and employees from all claims including, without limitation, claims for which Contractor may be or may be claimed to be liable and to pay all legal fees and disbursements paid or incurred by Contractor in defense of such claims or to enforce the provisions of this paragraph.** Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability Insurance coverage that will insure the provisions of this paragraph, to the extent coverage is provided by the types and limits of insurance specified in Paragraph 6.1.

6.3 (Indemnity for Breach) Defend, indemnify and save harmless Contractor from any and all losses or damage occasioned by Subcontractor's failure to carry out the provisions of this Subcontract, unless such failure results from causes not the responsibility of Subcontractor. Loss or damage shall include, without limitation, legal fees and disbursements paid or incurred by Contractor as part of the loss or damage or to enforce the provisions of this paragraph, unless that failure results from causes that are not Subcontractor's responsibility.

7. (Bond) Obtain and furnish to Contractor and maintain in effect during the life of this Subcontract, if requested in the space provided below, a surety bond in form and with sureties acceptable to Contractor, in an amount equal to the Subcontract price, conditioned upon and covering the payment of Subcontractor's subcontractors and suppliers and the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract. (Check only one).

Bond requested,