

## INSURANCE and INDEMNITY

1 Prior to starting Work, the Subcontractor shall procure and maintain in force, in form and with insurance companies acceptable to the Contractor, Workers' Compensation Insurance, Employers Liability Insurance, Owners and Contractors Protective Liability Insurance, Comprehensive General Liability Insurance with contractual coverage covering this Subcontract and Automobile Liability Insurance, Property Insurance and such other insurance required by the Contract Documents for the Subcontractor Work.

2 The Subcontractor's Insurance required by Paragraph 1 shall be considered primary and non-contributing insurance. The following types and coverages shall be written for not less than the limits of liability shown.

A. Workers' Compensation authorized in the State where the Work is being performed and Employer's Liability Insurance, including Broad Form All States Endorsement, Voluntary Compensation Endorsement, U.S. Longshoremen's and Harbor workers' Compensation Act Endorsement, and Maritime coverage as required. Employers Liability limits must be \$100,000/\$500,000/\$100,000.

B. The Subcontractor shall procure and maintain, until Final Acceptance of the Work, and at its own expense, Owners and Contractors Protective Liability Insurance issued to, and covering the liability for damage imposed by law upon, Contractor with respect to all operations under the Subcontract by the Subcontractor or his sub-subcontractors or suppliers, including omissions and supervisory acts of Contractor. The limits of such insurance shall not be less than:

Each Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

C. Comprehensive General Liability Insurance

Limits of Liability: \$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Each Occurrence  
\$1,000,000 Personal Injury

Per Job/Project Aggregate

Such coverage shall include: Premises-Operations, Contractor's Protective, Products-Completed Operations, Contractual Liability covering the liability assumed by this Agreement, Personal Injury, Broad Form Property Damage (including Completed Operations), full Explosion, Collapse and Underground Coverage, Broad Form Notice of Occurrence.

The Pike Company, Inc. and all other additional insureds shall be named as additional insureds including completed operations on a primary and non-contributory basis per for CG 20 10 11/85 edition or its equivalent (a copy must be attached to Subcontractor's insurance certificate).

D. Comprehensive Automobile Liability Insurance:

Limits of Liability: \$1,000,000 Combined Single Limit

Such coverage will include all owned, non-owned, leased and hired automobiles.

E. Umbrella (Excess) Liability Insurance with limits of not less than \$5,000,000 Each Occurrence and \$5,000,000 Aggregate to be excess of paragraphs 6.1.A, 6.1.C, and 6.1.D above. Such coverage shall be on a primary and non-contributory basis and at least as broad as the primary coverage in 6.1.A, 6.1.C, and 6.1.D above, with excess umbrella layers written on a strict following form basis over the primary umbrella. All such policies shall be endorsed to provide coverage obligations.

F. Property Insurance: "All risk" property coverage covering the Subcontractor's work and all materials and equipment on the Project site, in transit, or in storage to be used in the construction in amounts sufficient to protect the Subcontractor, unless and to the extent relieved from this obligation by the Contractor or by the terms of the Prime Contract, such insurance being made payable to the Owner, the Contractor and the Subcontractor is relieved of the obligation to provide such property insurance, the Subcontractor assumes sole responsibility for any deductible amounts that may be applied in an insurance claim settlement for damage to his Work.

G. Any and all additional insurance coverage and limits required by the Contract Documents and the laws of the state in which the Project is situated.

If any work is sublet by the Subcontractor under this Subcontract Agreement, the Subcontractor must, nevertheless, carry contingent liability coverages on his subcontractors in the above minimum limits to cover the Work so subcontracted.

The carrying of the above coverages shall not relieve the Subcontractor of his obligations assumed under this Subcontract Agreement.

The Subcontractor shall effectively secure and protect his Work and shall be liable for all loss or damage of any kind which may happen to the Work at any time prior to final completion and acceptance by the Contractor, the Owner and the Architect/Engineer, including any additional guarantee or warranty periods.

3 Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella policy.

4 The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least sixty (60) days' prior written notice has been given to the Contractor. Certificates of Insurance acceptable to the Contractor shall be filed, in duplicate, with the Contractor prior to the commencement of Work.

5 The Contractor and Subcontractor waive all rights of subrogation against each other and against the Owner, the Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent covered by Builders' Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

6 To the fullest extent permitted by law, the Subcontractor hereby agrees to defend, indemnify and save harmless the Owner, the Contractor, the Construction and/or Project Manager, the Architect and/or Engineers (the "parties"), and their agents, representatives, directors, officers and employees against any and all liability loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which they may directly or indirectly incur, suffer or be required to pay by reason, or in consequence, of the carrying out of any of the provisions or requirements of this Subcontract where such loss or expense is incurred directly or indirectly by these parties, their employees, subcontractors or agents as a result of the work and operations. Under this paragraph 6., Subcontractor has no liability or obligation to indemnify or hold harmless the Owner, the Contractor, the Construction and/or Project Manager, the Architect and/or Engineers against liability arising out of bodily injury to persons or damages to property contributed to, caused by or resulting from the negligence of these parties, their agents, representatives, directors, officers and employees. If a claim or action is made or brought against them for which the Subcontractor may be responsible hereunder, in whole or in part, then he shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which he is responsible as a result of this section.

6.1 In any and all claims against the Contractor or any of his agents or employees by any employee of the Subcontractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

6.2 The obligations of the Subcontractor shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or failure to give directions or instructions by the Architect/Engineer, his agents or employees, providing such giving or failing to give is the primary cause of the injury or damage.

6.3 Liquidated Damages for Failure to Name Contractor as Additional Insured: Subcontractor acknowledges and agrees that it is necessary to name Contractor as an additional insured for the amount and kind of insurance required herein, and that it is impracticable and extremely difficult or impossible to precisely or accurately ascertain and determine the actual damages that will be sustained by Contractor in the event of Subcontractor's failure to name Contractor as an additional insured. Subcontractor therefore agrees to pay Contractor a liquidated amount as deemed compensation to Contractor for such damages, in the amount of \$300,000, as a result of Subcontractor's failure to name Contractor as an additional insured for the amount and kind of insurance required herein, including but not limited to the requirement that it be primary and non-contributory coverage. Subcontractor agrees that the damages payable in accordance with this paragraph are in the nature of liquidated damages and are not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution and delivery of this Subcontract Agreement.