

SAMPLE-THIS SHOULD BE REVIEWED BY AN ATTORNEY PRIOR TO USE

**CONSTRUCTION INDEMNIFICATION AND
ADDITIONAL INSURED CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between _____ (herein called the builder), and _____ (herein called the subcontractor), for all work associated with their construction at the various sites of the Builder. This contract is continuous until terminated by either party with written notice.

INDEMNIFICATION: To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless _____ against any claims, damages, losses, and expenses, including legal fees, arising out of or resulting from the performance of subcontracted work to the extent caused in whole or in part by the Subcontractor or anyone directly or indirectly employed by the Subcontractor.

SAFETY: A. Subcontractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration, and any safety measures by _____.

B. Safety of Subcontractor's employees, whether or not in common work areas, is the responsibility of the Subcontractor.

C. Subcontractor agrees to instruct all its employees to inform _____ immediately of any unsafe condition or practice whether or not in the common work areas.

WARRANTY: Subcontractor warrants its work against all deficiencies and defects in material and/or workmanship. All materials and equipment furnished shall be new and in conformance with code requirements. Subcontractor agrees to repair or replace, at its expense, and pay for any damages resulting from any defective materials.

**MINIMUM INSURANCE REQUIREMENTS
FROM ALL SUBCONTRACTORS**

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, contractual liability and personal and advertising injury.
 - b) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 2010 (10/93) **AND** CG 20 37 or CG2033 **AND** CG2037 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - c) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

- 2) **Automobile Liability**
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

- 3) **Commercial Umbrella**
 - a) Umbrella limits must be at least \$1,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

- 4) **Workers Compensation and Employers Liability**
 - a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

LAW TO APPLY

This Agreement and all Contracts hereunder shall be governed and interpreted under the laws of the State of _____, and venue shall be maintainable in _____ County, State.

The parties have executed this Agreement at _____ on this the ____ day of _____ 200 ____.

Signed: _____	_____	____/____/____
Builder	Authorized Signature & Title	Date
_____	_____	____/____/____
Subcontractor	Authorized Signature & Title	Date

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