

**ARTICLE 13
INSURANCE**

13.1 SUBCONTRACTOR’S INSURANCE. Prior to start of Subcontractor’s Work, Subcontractor will procure for Subcontractor’s Work and maintain in force Worker’s Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Builder’s Risk Insurance, if required, and all other insurance required of Contractor by the Prime Contract Documents. This insurance shall include contractual liability insurance covering Subcontractor’s indemnity obligations under this Subcontract.

13.2 MINIMUM LIMITS OF LIABILITY. Subcontractor will obtain insurance with limits as specified below, or such higher limits if imposed by Owner or by the Prime Contract Documents.

TYPE OF INSURANCE	ALL LIMITS IN THOUSANDS	
Commercial General Liability		
Premises/Operations	General Aggregate (Per Project)	\$2,000
Products/Completed Operations	Products Comp/OPS Aggregate	\$2,000
Contractual	Personal & Advertising Injury	\$1,000
Independent Contractors	Each Occurrence/Combined	\$1,000
Broad Form Property Damage	Single Limit (BI/PD)	
Personal Injury		
Explosion/Collapse/Underground (XCU)		
Automobile Liability		
Any Auto or All Owned Autos	Bodily Injury (Per Person)	\$1,000
Hired Autos	Bodily Injury (Per Accident)	\$1,000
Non-Owned Autos	Property Damage	\$1,000
	or Combined Single Limit	\$1,000
Umbrella or Excess Liability Per Project Aggregate	All Subcontractors	\$5,000
Workers’ Compensation (Coverage A)	Coverage A – Statutory	
Employer’s Liability (Coverage B)	Coverage B – \$500 (Each Accident)	
	\$500 (Disease - Policy Limit)	
	\$500 (Disease - Each Employee)	
Errors and Omissions (when any design or professional services of any type is supplied)	Per Occurrence/Claim	\$1,000
	Aggregate with 3 Year Tail if Claims Made	\$1,000

13.3 POLICIES. Comprehensive General Liability Insurance and other liability 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 Liability Policy. Said insurance to be issued by a financially responsible company or companies and which has an A.M. Best Rating of A- or better, and Contractor may waive this requirement in writing in case a Subcontractor is self-insured. Before beginning any Work under this Subcontract, Subcontractor will provide insurance certificates showing compliance with these insurance requirements and indicating the coverages and limits cannot be materially changed or cancelled without at least thirty (30) days prior written notice to Contractor. Subcontractor shall also provide Contractor with a copy of the exclusions to its general liability insurance policy. Non-Compliance with these specifications could result in the withholding of a progress payment.

Liability insurance policies (except for professional errors and omissions) must be a claims occurrence policy form, and not a claims made type of policy.

13.4 BUILDER’S RISK INSURANCE. Builder’s Risk coverage, per any General and Special Conditions, will be provided by {Contracts.Udf_ContractsBldrsrskins}. If Builder’s Risk coverage is provided by Contractor, Subcontractor shall be named as an additional insured under said policy.

The Contractor and Subcontractor waive all rights against each other and Owner, the Architect, separate Contractors, and all other Subcontractors for loss or damage to the extent covered by Builder’s Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

Upon written request of Subcontractor, Contractor will provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other equipment insurance in force for the Project and procured by Contractor.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Prime Contract Documents, Subcontractor will procure and maintain, at Subcontractor's own expense, property and equipment insurance for portions of Subcontractor's Work stored off the site or in transit, when such portions of Subcontractor's Work are to be included in any application for payment.

If Builder's Risk insurance is provided by Contractor or Owner, any deductible amounts shall be borne by Contractor, Subcontractor and material Suppliers making claims in direct proportion as their individual losses bear to the total loss.

13.5 ADDITIONAL INSURED ENDORSEMENT. Subcontractor's Commercial General Liability and Business Automobile Liability Policies must include Contractor, Owner, and others as required by the Prime Contract Documents as Additional Insureds and Contractor shall be given all the same rights and insurance coverage under the General Liability Policy including coverage for completed operations as given Subcontractor. No insurance coverages given Subcontractor under the General Liability Policy shall be deleted or not provided to Contractor. In the event that any insurer issues a reservation of rights for Contractor as an additional insured, Contractor shall be entitled to employ independent counsel at Subcontractor's expense. Contractor shall have the right to approve the form of the Additional Insured endorsement. Subcontractor's insurance shall be deemed primary without right of contribution as against Contractor insurance.

13.6 DEDUCTIBLES. Subcontractor will be responsible for all deductibles and self-insured retentions of any type for all insurance required of Subcontractor. If the Subcontractor's Work is insured under an owner-controlled insurance program (OCIP) or Contractor-controlled insurance program (CCIP), Subcontractor will be obligated to pay deductibles or self-insured retention, as defined in the OCIP or CCIP, for losses related to Subcontractor's work.

13.7 CANCELLATION, RENEWAL OR MODIFICATION. Subcontractor shall maintain in affect all insurance coverage required under this Subcontract at Subcontractor's sole expense and with insurance companies acceptable to Contractor. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be cancelled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor, unless otherwise specifically required by the Prime Contract Documents. Certificate of Insurance, or certified copies of policies acceptable to Contractor, shall be filed with Contractor prior to the commencement of Subcontractor's Work. In the event Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, Contractor may purchase such coverage and charge the expense thereof to Subcontractor, or terminate this Subcontract.

13.8 WAIVER OF SUBROGATION. The liability of all Subcontractors and material suppliers of all tiers to Contractor shall in no way be limited to the insurance limits specified by this rider. Subcontractor agrees to waive, and shall require all Subcontractors of every tier to waive, all subrogation rights against Contractor, Owner and others as defined in the Prime Contract Documents. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.