

Attachment "F"
Subcontractor Services/ Outside Services – Cranes
Providers to Songer Services:

Section 1.0: INDEMNIFICATION

SUBCONTRACTOR'S PERFORMANCE. Subcontractor assumes full liability for any damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with its work and shall to the fullest extent permitted by the law defend, indemnify, and hold harmless Contractor and Owner, their respective officers, agents, employees, and indemnitee, ("Indemnitee") from and against any and all claims, losses, suits, damages, legal and otherwise, arising out of or in any way connected with Subcontractor's work, including, to the fullest extent permitted by law, the sole negligence, willful, or reckless acts or omissions of the Indemnitee, but excepting such injury, damage, or loss which is due solely to the intentional misconduct of the Indemnitee. In the event of any such claims, suit, or demand of any kind, Subcontractor agrees to assume the defense of any action at law or in equity which may be brought against Indemnitee and to pay on behalf of Indemnitee, the amount of any judgment that may be entered against Indemnitee. If any claim or demand is made against Contractor or Owner for any occurrence herein, any payment due, or thereafter to become due, to Subcontractor shall be held by Contractor to cover such losses as expenses, including reasonable attorney's fees and legal contract.

SUBCONTRACTOR ASSUMPTION OF INDEMNIFICATION. In the event the contract documents impose upon Contractor any broader indemnification obligations, Subcontractor agrees to assume the identical indemnification obligations with respect to any and all incidents, events, or occurrences arising out of or in any way connected with Subcontractor's work.

LIMITATION UPON LIABILITY. In any and all claims against the Owner, the architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees of the Subcontractor, anyone directly or indirectly employed by the Subcontractors or anyone whose acts on behalf of the Subcontractor may be liable, the indemnification obligation under this contract shall be limited to 100% of contract value and the total amount of proceeds receivable from the Subcontractor's insurance per the requirements of the contract.

Section 2.0: INSURANCE

- 2.1 **SUBCONTRACTOR'S INSURANCE.** Prior to start of the Subcontractor's work, the Subcontractor, at its own expense, shall procure for the Subcontractor's work and maintain in force Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive Automobile Liability Insurance, Umbrella Excess Liability Coverage, and all insurance required of the Contractor under the contract documents except as excluded by the purchase order.

Additional Insured coverage shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Subcontractor shall maintain Commercial General Liability 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 5 years after completion of the Work. The Contractor and Owner shall be named as additional insured on all policies except for Workers Compensation.

- 2.2 Subcontractor shall maintain and require its subcontractors, if any, to maintain in full force and effect throughout the entire term of this agreement, insurance coverage (under an "occurrence" policy form) in an insurance company or companies satisfactory to Contractor and possessing an A.M. Best Company rating of B+, Class VI or better, insuring: (1) Subcontractor's obligation under this agreement; (2) Subcontractor's, Contractor's and/or Contractor's agents, servants' and employees' liability to pay for any bodily injuries or death received or sustained by any person or persons, including employees of Contractor, in any manner caused by, arising from, incident to, connected with, or growing out of the work governed by this agreement, the use of machinery, equipment, or vehicles on Contractor's premises, and/or the condition of Contractor's and/or Owner's land, buildings, facilities, machinery, equipment, or vehicles; (3) Subcontractor's, Contractor's and/or Contractor's agents', servants' and employees' liability to pay for any and all loss; damage and injury to the property of any and all persons in any manner caused by, arising from, incident to, connected with, or growing out of

the work governed by this agreement, the use of machinery, equipment, or vehicles on Contractor's and/or Owner's premises, and/or activities upon, or the condition of Contractor's and/or Owner's land, buildings, facilities, machinery, equipment, or vehicles; and (4) Subcontractor's crane and/or operator for physical damage to crane itself, and releases Contractor from any liability associated therein.

- 2.3 Such policies of insurance shall designate Contractor and Owner as an additional insured and the insurance carrier shall defend Contractor and Owner and/or Contractor's and Owner's agents, servants, and employees and provide insurance coverage of not less than ten million dollars (\$10,000,000) General Liability Coverage for bodily injury, death, or property damage; Automobile Liability Insurance covering all owned, non-owned, and hired vehicles of \$1,000,000 combined single limit; and Worker's Compensation coverage with a minimum limit of \$1,000,000. General Aggregate limit shall apply on a per project basis. Contractor and/or Owner reserve the right to require additional insurance coverage and/or higher policy limits; adjustments to the limits will be done on a case-by-case basis respective of the particular project requirements.
- 2.4 Such insurance policies shall provide a defense and coverage to Contractor, Owner, and/or Contractor's and Owner's agents, servants, and employees regardless of whether the alleged bodily injury, death, or property damage was caused or alleged to be caused in whole or in part by the conduct, fault, or negligence of Contractor or Owner and/or Contractor's or Owner's agents, servants, and employees' activities or conditions upon Contractor's and/or Owner's premises including, inter alia, those for which Contractor or Owner is, or is alleged to be, strictly and/or absolutely liable; and/or defects in or the conditions of Contractor's and/or Owner's land, buildings, facilities, equipment, machinery, or vehicles
- 2.5 The provisions of this article shall be enforceable and Subcontractor shall be bound thereby regardless of whether or not the indemnity provisions of this agreement are determined to be enforceable in the jurisdiction in which the work covered under this agreement is performed.
- 2.6 The above described insurance coverage to be provided by Subcontractor hereunder will extend coverage to all Work or Services performed by Subcontractor regardless of the location of the work and whether pursuant to this agreement or any other contract, order, or agreement (whether written or oral) between Subcontractor and Contractor.
- 2.7 Prior to the commencement of any work or services, Subcontractor and all its subcontractors, if any, shall furnish certificates of insurance satisfactory to Contractor and Owner (or if Contractor or Owner so directs, copies of the actual insurance policies) from each insurance carrier showing that the above required insurance is in force, the amount of the carrier's liability thereunder, and further providing that the insurance will not be suspended, amended, voided, reduced in coverage, cancelled, or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by Contractor. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor unless otherwise specifically required in the contract documents. All copies of policies and certificates of insurance submitted to Contractor and Owner shall be in form and content acceptable to Contractor and Owner.
- 2.8 All policies of insurance shall be endorsed whereby the insurer waives any and all rights of subrogation against Contractor and Owner.
- 2.9 In addition to its other remedies, Contractor may, at its sole option and without liability to Subcontractor, suspend the work and/or exclude Subcontractor from the premises until Subcontractor furnishes satisfactory evidence of its full compliance with the provisions of this agreement.
- 2.10 The obligation of the Subcontractor to provide the insurance hereinabove specified shall not release Subcontractor or diminish or limit in any way the liability or obligations assumed by the Subcontractor by the, indemnity provisions or elsewhere in this agreement.

- 2.11 NUMBER OF 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.
- 2.12 The Subcontractor shall maintain in effect all insurance coverage required under this agreement at the Subcontractor's sole expense and with insurance companies acceptable to the contractor, as identified under section 2.2 of this agreement.
- 2.13 At the request of Contractor, at any time during the performance of the work, Subcontractor shall provide certificates of insurance providing the foregoing insurance requirements. In the event the Subcontractor fails to procure, obtain, maintain, or deliver any acceptable insurance coverage required under this agreement, the Contractor may, without notice, purchase such coverage and charge the cost and expense thereof to the Subcontractor, or terminate this agreement.
- 2.14 SUBCONTRACTOR'S SUBCONTRACTORS INSURANCE. Unless otherwise agreed in writing by the parties hereto, Subcontractor shall require each of its subcontractors to provide insurance at levels and coverages similar to that set forth in section 2.2 of this agreement, and to provide evidence of same to Contractor and/or Owner prior to commencing work.
- 2.15 ENDORSEMENT. 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.

Section 3.0: WAIVER OF SUBROGATION

- 3.1 Subcontractor waives all rights against Contractor, General 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. The commercial general liability, commercial umbrella liability, business auto liability and workers compensation and employers liability policies shall provide such waivers by endorsement or otherwise.

Section 4.0: CERTIFICATE OF INSURANCE

- 4.1 Subcontractor agrees to furnish an Acord Certificate of Insurance to the Contractor prior to commencement of work. Such certificate shall provide that the required insurance coverages will not be cancelled, nonrenewed or materially changed unless at least thirty (30) days prior written notice is given to Contractor. 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.

Vendor	Buyer
Company Name:	Company Name:
Name Printed:	Name Printed:
Signature:	Signature:
Title:	Title:
Date:	Date: