

ARTICLE 11. INSURANCE

- 11.1. Subcontractor shall maintain at all times during the Work the following insurance, with minimum available deductibles and at or above the minimum limits set forth below:
- 11.1.1. Worker's Compensation and Occupational Disease Insurance, including Employer's Liability, subject to a limit of not less than \$1,000,000;
 - 11.1.2. Comprehensive General Liability Insurance covering bodily injury, accidental death and property damage, naming Owner and SDB as additional insureds and providing Premises Operations, Elevator, Independent Contractors, Broad Form Property Damage, Blanket Contractual Liability, Products and Completed Operations protection, not less than \$1,000,000.00 per occurrence.
 - 11.1.3. Automobile Liability Insurance covering bodily injury, accidental death and property damage with respect to any vehicles (whether owned, non-owned or hired) used in connection with the Work, not less than \$1,000,000.00 per occurrence.
- 11.2. All insurance policies shall be with companies approved by SDB. Each policy shall provide that coverage thereunder shall not expires, be reduced or canceled, or terminated until at least thirty (30) days' prior written notice has been given by the insurer to SDB. Certificates of Insurance acceptable to the SDB shall be submitted to SDB prior to the commencement of the Work. In the event the coverage evidenced by any such Certificate of Insurance is canceled or reduced, Subcontractor shall procure replacement coverage and furnish to SDB at least five (5) days before the effective date of such cancellation, new Certificates of Insurance conforming to the above requirements. In the event Subcontractor shall fail to provide such new Certificates of Insurance within the time specified, SDB shall have the right to procure coverage and immediately deduct the cost thereof from any amounts due Subcontractor. The failure to provide evidence of, and to maintain, the insurance required herein, shall be deemed a material breach of this Subcontract, and shall entitle SDB to the right to withhold any payment due to Subcontractor under this Subcontract until proof of the required insurance coverage has been provided to SDB.
- 11.3. All liability insurance policies shall be endorsed as primary and non-contributory as to any insurance maintained by Owner or SDB. Such insurance shall also provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents or employees, even if such suit is frivolous or fraudulent. Such insurance shall also provide SDB with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against SDB, its officers, agents or employees, and that Subcontractor shall indemnify SDB for costs and expenses, including reasonable attorney's fees incurred, arising out of, or incurred in the defense of such action.
- 11.4. Insurance coverage shall be maintained on an occurrence basis without interruption from the date of commencement of the Work until five (5) years thereafter.
- 11.5. The existence of insurance coverage will not be deemed to release, limit, waive or discharge Subcontractor from any of the obligations imposed upon Subcontractor by the Subcontract or by law. Likewise, neither SDB's failure to insist upon proof of insurance from Subcontractor nor any other forbearance shall be deemed a waiver of SDB's rights or a release of Subcontractor's obligations under this or any other provision of the Subcontract.
- 11.6. Should Subcontractor suffer injury to person or property because of any act or omission of Owner or SDB, claim must be made by Subcontractor in writing to SDB within thirty (30) days after the first observance of such injury or damage.
- 11.7. SDB and Subcontractor mutually waive their rights of recovery against each other and against the Owner, Architect, separate contractors and subcontractors for damages caused by fire or other perils covered by builder's risk or any other property insurance, except for such rights as they may have to the proceeds of such insurance.