

EXHIBIT 'E'

SUBCONTRACT INDEMNITY AND INSURANCE REQUIREMENTS

1. **Indemnity.** In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Subcontractor shall defend and shall indemnify, and hold harmless, at Subcontractor's sole expense, the Contractor, all entities the Contractor is required to indemnify and hold harmless, any Site Logistics Subcontractor (to the extent Subcontractor or its sub-subcontractor utilizes such hoist, scaffolding or bridging equipment), the Owner of the property, and the officers, directors, agents, employees, successors and assigns of each of them from and against any and all losses, claims, suits, damages, liabilities, claimed liability, attorneys fees, disbursements and costs (whether in the defense of the underlying claim, in the enforcement of this agreement and this indemnification provision, in the prosecution of any claims for indemnification or in the pursuit of any claim for insurance coverage required by this Agreement) and the deductible amount of any insurance coverage for bodily injury or death to any person(s), and for any and all property damage or economic damage arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the Subcontractor or by anyone for whose acts the Subcontractor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.

2. **Insurance.** The Subcontractor shall procure and shall maintain until final acceptance of the Work, such insurance as will protect the Contractor, all entities the Contractor is required to indemnify and hold harmless, the Owner, and their officers, directors, agents and employees, for claims arising out of or resulting from Subcontractor's Work under this Contract Agreement, whether performed by the Subcontractor, or by anyone directly or indirectly employed by Subcontractor, or by anyone for whose acts Subcontractor may be liable. Such insurance shall be provided by an insurance carrier rated "A- X " of financial size of at least IX or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed. All Excess and Surplus policies shall be issued by carriers authorized to do business in the State of New York.

3. The Subcontractor's insurance shall include contractual liability coverage and additional insured coverage "for premises and operations" (CG 20 10) and "products and completed operations" (CG 20 37) for the benefit of the Contractor, Owner including the additional insureds named below:

- Wonder Works Construction Corp.
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- 3.1. The insurance required to be carried by the Subcontractor and any Sub-Sub-Contractors shall be PRIMARY AND NON-CONTRIBUTORY as it pertains to General Liability (form CG 20 01), Umbrella, and Auto insurance. Required Limits of Coverage for General Liability and Umbrella insurance can be met through any combination of each subject to a minimum Limit for General Liability of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. With respect to each type of insurance specified hereunder, the Contractor's and Owner's insurances shall be excess to Subcontractor's insurance.
- 3.2. The Subcontractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form CG 00 01 04 13 and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the Contractor's, Owner's (or others as required) status as additional insured.
- 3.3. Not less than thirty (30) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor shall provide Contractor with copies of Subcontractor's complete and true insurance policies, including all renewal policies, for all coverage layers (Commercial General Liability, Umbrella/Excess, etc.), including all forms and endorsements to said policies, evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontract documents. Not less than fifteen (15) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor shall provide Contractor with certificate(s) of insurance (COI) evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontract documents. The Subcontractor shall provide Contractor thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage.
 - 3.3.1 Contractor uses Docutrax to track and establish insurance compliance with the contract terms. Subcontractor will receive one or more emails from Docutrax. Subcontractor must follow the instructions contained in the email(s) and provide all documentation required, including, but not limited to, subcontractor's insurance policy, one or more certificates of insurance and insurance endorsements as specified herein, and any other documentation required by contractor or its insurance carrier. In addition to other terms and conditions contained herein, Subcontractor shall not commence work and no payments shall be made to Subcontractor, unless Subcontractor is registered with Docutrax and all required documentation has been received, reviewed and deemed to be in compliance by Docutrax. Subcontractor shall promptly respond to all communications and requested documentation by Docutrax. Subcontractor must maintain ongoing compliance with Docutrax and provide any renewal documentation required by Docutrax for the duration of the Project.

3.4. Unless otherwise stipulated in the Contract Agreement, the Subcontractor shall maintain no less than the limits specified for each of the following insurance coverages:

- a) Commercial General Liability using CG 00 01 04 13 including contractual liability and to be provided on an "occurrence" basis, with coverage to include Premises and Operations, XCU (explosion, collapse and underground hazards), Blanket Contractual, Products, Independent Contractors, Completed Operations, Personal and Advertising Injury, and Employees as Insureds, with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate with either per project or per location endorsement for property damage and bodily injury. *There shall be no exclusion for Bodily Injury to employees or subcontractors employees provided or Cross Liability Exclusion (except for named insured vs named insured) in said policy and any other exclusionary or limiting provision inconsistent with the ISO CG 00 01 04 13 or inconsistent with the Scope of Work hereunder. If the Project covered under this Agreement is Residential in nature, in whole or in part, there shall be no Residential exclusion permitted. If the Scope of Work includes work at any height, Subcontractor's policy cannot contain a height restriction limiting coverage for Work covered under this Agreement. If the Work includes Exterior Work, there can be no Exterior Work Exclusion.*
- b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability;
- c) Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.
- d) Umbrella Liability Insurance with a limit of \$5,000,000 per occurrence and general aggregate of \$5,000,000. *Scaffolding, demolition, excavation, piling, structural steel, crane operations, blasting, and elevator contractors require Umbrella Liability Insurance with a limit of \$10,000,000 per occurrence and general aggregate of \$10,000,000. Umbrella insurance must include additional insured coverage for the benefit of the Contractor, Owner, and all other additional insureds named herein. Umbrella insurance required to be carried by the Subcontractor and any Sub-Sub-Contractors shall be PRIMARY AND NON-CONTRIBUTORY. There shall be no exclusion for Bodily Injury to employees or subcontractors employees provided or Cross Liability Exclusion (except for named insured vs named insured) in said policy and any other exclusionary or limiting provision inconsistent with the Scope of Work hereunder. If the Project covered under this Agreement is Residential in nature, in whole or in part, there shall be no Residential exclusion permitted. If the Scope of Work includes work at any height, Subcontractor's policy cannot contain a height restriction limiting coverage for Work*

covered under this Agreement. If the Work includes Exterior Work, there can be no Exterior Work Exclusion.

- 3.5. The Subcontractor and his insurer shall waive all rights of subrogation against the Contractor, Owner and any other indemnified party. Waiver of subrogation shall be in favor of Contractor and anyone Contractor requests related to this Project.
- 3.6. If Subcontractor engages a Sub-Subcontractor, it is the affirmative duty of the Subcontractor to ensure that any Sub-Subcontractor complies with the insurance and indemnification requirements of this Contract Agreement.
- 3.7. Contractor can require Subcontractor to secure limits in addition to those found in paragraphs 3 a, b, c and d in response to industry changes and/or modifications to the Contractor's own insurance policy requirements subject to 30 days prior written notification.
- 3.8. Contractor's insurance carrier may decide to audit the insurance policies of any or all Subcontractors for this Project. Subcontractor agrees to cooperate with any such audit if it were to come up. If Subcontractor's insurance is found to be non-compliant with the insurance requirements stated in this Agreement, Subcontractor shall be liable for any additional premiums, fines or penalties that result.
- 3.9 Subcontractor covenants and agrees that said insurance required shall be maintained by it, and naming additional insureds identified herein, for a continuous period of six (6) years following completion of its work under the subcontract.

Acknowledged by:

Contractor Wonder Works Construction Corp. **Subcontractor** _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____