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These provisions have been prepared for general information purposes only. This proposed language is not intended to provide legal advice of any kind. Contractors are advised to consult with their own legal counsel before using or adapting this proposed language in order to determine the best means of protecting your company in light of the law and specific agreements.

Add Indemnity Provision to Subcontract Agreement and/or Master Subcontract Agreement and Work Order:

Owner/Developer/General Contractor agrees to defend and indemnify Subcontractor for any increased costs and expenses attributable to the enactment of California Assembly Bill 199, or any similar bill or statute, court decision, or Department of Industrial Relations determination that the work covered by this Project or any portion thereof, is “public work” which requires Subcontractor to pay prevailing wages, including, but not limited to, (1) the difference between the wages actually paid to an employee and the wages required to be paid to an employee by a prevailing wage determination, (2) any penalties or other sums required to be paid, and (3) costs and attorney’s fees for the action incurred by the Subcontractor as a result of any decision by the Department of Industrial Relations, the Labor and Workforce Development Agency, or a court, that classifies the work as a “public work,” after the time at which the Owner/Developer accepts the Subcontractor’s bid, or awards the contractor a contract under circumstances when no bid is solicited, or otherwise allows construction by the contractor to proceed with the work covered by the project, or any portion thereof.