INSURANCE REQUIREMENTS

Subcontractor shall provide and maintain in full force and effect during the term of the Contract, all warranty periods and other periods as specified herein, insurance policies providing coverages as specified below, with limits of liability not less than those shown herein:

A. **Workers compensation and employer's liability insurance.** The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

B. **Commercial general liability (CGL)** and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and not less than $2,000,000 aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

C. **Business auto liability** and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident.

D. **Cargo Insurance:** Supplier to provide all risk cargo insurance in an amount equal to values shipped per vehicle, including naming the Owner, Architect and Contractor as additional insured.

CGL insurance shall be written on ISO occurrence form CG 00 01 07 98 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the Standard ISO CGL Form limiting the scope of coverage for liability arising from pollution, explosion, collapse or underground property damage.

Owner, Architect, and Contractor shall be included as additional insureds under the CGL, using blanket or specific additional insured endorsement, which endorsement shall include coverage for Owner, Architect, and Contractor with respect to liability arising out of the completed operations ("your work") of Subcontractor, and which coverage shall be maintained in effect for the benefit of Owner, Architect, and Contractor for a period of five (5) years following final acceptance. Owner, Architect, and Contractor shall also be included as additional insureds under the commercial automobile and umbrella policies. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner, Architect, and Contractor. Contractor shall also be furnished a copy of the endorsement issued by the insurer adding Contractor, Architect and Owner as additional insureds or other documents as necessary to lawfully effectuate such endorsement.

If Subcontractors' liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

If Subcontractor will be performing any operations which require additional insurance coverages, including but not limited to marine, environmental, aircraft, and/or asbestos, Subcontractor will be required to maintain such insurance with limits and coverages satisfactory to Contractor.

Subcontractor will be responsible for and hereby releases Owner, Architect, Engineer, Contractor and their respective affiliates, directors, officers, and employees and agents from all liability for loss or damage to all tools, equipment, structures, property of employees and other property, the capital cost of which is not included in the cost of the work. Subcontractor will maintain all risk physical damage insurance on such property in an amount determined by the Subcontractor.

Subcontractor waives all rights, claims and causes of action, against Owner, Architect, Contractor and their agents, officers, directors and employees for recovery of damages to the extent damages are covered by the commercial general liability, business auto liability, workers compensation and employers liability, or commercial umbrella liability insurance maintained pursuant to this agreement.

In the event of cancellation, alteration, or material change in any of the foregoing policies, thirty (30) days advance written notice shall be mailed to Contractor.

All insurance policies required shall be issued by licensed, reputable, and financially stable insurance companies licensed to do business where the Project is located. Contractor may reject insurance written by any insurer it deems to be in an unsatisfactory financial condition.

Prior to commencing the work, Subcontractor shall furnish Contractor with a certificate(s) of insurance and copy of all applicable policies, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency in any certificate provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, of prohibiting Subcontractor or any other Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

Failure to maintain the required insurance may result in termination of this contract at Contractor's option.