

INSURANCE

1. Unless otherwise specified in the Agreement, Subcontractor agrees that it shall obtain and maintain during the performance of any Services at the Facility Site and until the acceptance thereof, the insurance described in item 2 below and shall be carried with insurance companies with at least a Best's "A" rating. Subcontractor will furnish to Contractor three (3) copies of the certificate(s) evidencing such insurance prior to commencing, performance or physically present on the Facility site under the Agreement.

2. The required insurance coverage is as follows:

- (a) Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits of the Worker's Compensation laws of any applicable jurisdiction in which the Services are to be performed hereunder, and Employers' Liability Insurance with limits of five hundred thousand dollars (\$500,000) for trauma, each accident; five hundred thousand dollars (\$500,000) for disease, each person and five hundred thousand dollars (\$500,000) disease, policy limit.
- (b) Commercial General Liability Insurance written on the latest ISO occurrence form and including coverage for Contractual Liability and Products and Completed Operations (to remain in force for two (2) years following acceptance of the Services). The insurance required by this clause (b) shall have the following limits of liability: Third Party Bodily Injury and Property Damage Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 combined single limit general aggregate, with such limits available to the Project.
- (c) Business Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Services, with not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (d) If professional services are involved, Professional Liability Insurance with not less than \$1,000,000 per occurrence with a 24 months discovery period after completion of the performance under the Agreement.

3. The following endorsements shall be included in the above insurance coverage:

- (a) Thirty (30) days advance written notice in the event of cancellation, non-renewal or material change of any policy. Language referring to "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be stricken from the certificate of insurance.
- (b) Contractor and Owner named as additional insured (except on Workers' Compensation and Professional Liability Insurance).
- (c) A waiver of subrogation in favor of Contractor and Owner.
- (d) Severability of Interest or Separation of Insured.
- (e) Subcontractor's insurance is primary and any insurance maintained by Contractor is considered excess and non-contributory.

Subcontractor expressly understands and agrees that any insurance coverage required by this Agreement or otherwise provided by Subcontractor in no way limits the obligation or liabilities of the Subcontractor assumed elsewhere in this Agreement. Deductibles, if any, are for the account of the Subcontractor.