

## INSURANCE

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial general liability insurance on ISO form CG 0001 1001 (or a substitute form providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form provide equivalent coverage) or on the combination of ISO forms CG 2010 0413 and CG 2037 0413 (or substitute forms providing equivalent coverage) naming the Contractor and the Owner as Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under this contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. There shall be no limitation or exclusion for claims or losses related to residential construction. All coverages shall be placed with an insurance company duly admitted in \_\_\_\_\_ and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an AM Best rating of A- or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Completed Operations coverage to be maintained for a period of 2 years from completion date of project.

Each Certificate of Insurance shall provided that the Insurer must give Contractor at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new replacement endorsements shall be similarly endorsed in favor of Contractor and owner as set forth above.

Additionally, and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance showing insurance coverage for the Subcontractor and any employees, agents or Subcontractors of the Subcontractors for any Workers' Compensation, Employer's Liability or Automobile. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to contractor. Coverages shall be no less than the following:

Workers Compensation and Employers' Liability Insurance: as required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than 500,000 for bodily injury caused by accident and \$500,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident, including \$1,000,000 Hired and Non Owned Auto liability.

Umbrella Excess Liability: Written in an amount of not less than \$1,000,000 per Occurrence and \$1,000,000 Aggregate

Waiver of Subrogation: Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability, Auto Liability, Workers' Compensation and Umbrella in favor contractor and Owner with respect to losses arising out of or in connection with the Work.