

Exhibit 1.
Contractor's Insurance Requirements of Subcontractor

1. Insurance Coverage To Be Provided By Subcontractor. This Exhibit (the "Insurance Requirements") is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance and Bond Requirements and any provision in the Contract Documents, these requirements control, amend and supplement the conflicting provision. Subject to review and revision in writing by Contractor from time to time, in Contractor's good faith judgment, the following insurance shall be maintained by Subcontractor with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
A. LIABILITY		
1.	Commercial General Liability.	Subcontractor is to maintain commercial general liability ("CGL") insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications.
1.1	Minimum Limits	The limits of this insurance shall be no less than the following amounts. In no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein. \$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury
1.2	Aggregate Limits	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09 or equivalent providing the same scope of coverage.
1.3	Post-Completion Coverage	Subcontractor agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Agreement in identical coverage, form and amount, including required endorsements, for the full term of the Statute of Repose following Date of Substantial Completion of the Work by Subcontractor. Subcontractor shall provide written representation to Contractor stating Work completion date.
1.4	Form	This insurance is to be issued on the most recent reasonably available and unmodified ISO form CG 00 01 or equivalent providing the same scope of coverage.
1.5	Insured Contracts	Coverage shall include but not be limited to liability assumed by Subcontractor under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.6	Additional Insureds	Additional Insured status shall be provided in favor of Contractor Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 or equivalent providing the same scope of coverage to the extent permitted by law. For purposes of this additional insured requirement, "equivalent" means coverage for liability arising out of Subcontractor's work performed under this Agreement, including coverage for the negligence or fault of Contractor as to bodily injury or death of any employee or agent of Subcontractor or Subcontractor's subcontractor, including on-going and completed operations.
1.7	Contractual Liability – Railroads	If any Work is to be performed within 50 feet of railroad property, a contractual liability-railroads ISO form CG 24 17 10 01 or equivalent providing the same scope of coverage shall be provided.
1.8	Electronic Data Liability	If any Work could cause damage to electronic data, this insurance is to include an Electronic Data Liability endorsement ISO form CG 04 37 or equivalent providing the same scope of coverage with coverage to the full limits of the policy(ies). ISO CG 04 71 and CG 04 72 or equivalent are not acceptable. The amount of coverage provided shall be no less than \$1,000,000.
1.9	Personal Injury Contractual Liability	The personal injury contractual liability exclusion shall be deleted.
1.10	Primary and Noncontributory	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13 or equivalent providing the same scope of coverage.
1.11	Waiver of Right of Recovery and Subrogation	Subcontractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties on ISO form CG 24 04 12 19 or CG 24 53 12 19 or equivalent providing the same scope of coverage.
1.12	Prohibitions	Prohibited exclusions/limitations and their equivalents include but are not limited to: a. Amended Definition of Insured Contract Definition ISO CG 24 26 or equivalent; b. Any endorsement modifying the Employer's Liability exclusion; c. Classification or Business Description or equivalent; d. Continuous or Progressive Injury or Damage or equivalent; e. Contractual Liability Limitation ISO CG 21 39 or equivalent; f. Damage to Work Performed by Subcontractors On Your Behalf ISO CG 22 94 or CG 22 95 or equivalent;

Initials _____

		<p>g. Earth Movement ISO CG 40 04, CG 40 05, CG 40 06, or Subsidence or equivalent;</p> <p>h. EIFS if the Work potentially includes such exposure;</p> <p>i. Explosion, Collapse and Underground Property Damage Hazard, ISO CG 21 42 or CG 21 43 or equivalent;</p> <p>j. Habitational, residential, or multi-family operations, if the Work is to be performed on such a project;</p> <p>k. "Insured vs. Insured" except Named Insured vs. Named Insured;</p> <p>l. Limitation of Coverage to Designated Premises, Project or Operation ISO CG 21 44 or equivalent;</p> <p>m. Overspray if the Work potentially includes that exposure;</p> <p>n. Prior Injury or Prior Damage or Prior Work or equivalent;</p> <p>o. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable);</p> <p>p. Roofing Warranties, Exclusions or Limitations, including Open Roof or Torch Work or equivalent if the Work potentially includes such exposure;</p> <p>q. Work Height or equivalent; and</p> <p>r. Any other exclusion or limitation reasonably unacceptable to Contractor.</p>
2.0	Business Auto Liability.	Subcontractor is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.
2.1	Minimum Limits	The limits of this insurance shall be no less than \$1,000,000 combined single limit for bodily injury and property damage per accident. In no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
2.2	Form	This insurance is to be issued on the current edition of the ISO CA 00 01 or equivalent providing the same scope of coverage.
2.3	Scope	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
2.4	Additional Insured	Additional Insured status shall be provided to Contractor Parties on ISO form CA 20 48 10 13 or equivalent providing the same scope of coverage.
2.5	Pollution Liability	If the Work involves the transportation of hazardous materials, this insurance shall be endorsed to provide pollution liability on ISO CA 99 48 10 13, MCS-90, and the state equivalent form for the state in which the Work will be performed.
2.6	Primary and Noncontributory	This insurance shall be endorsed to provide primary and noncontributory liability coverage on ISO form CA 04 49 or equivalent providing the same scope of coverage.
2.7	Waiver of Right of Recovery and Subrogation	Subcontractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties on ISO form CA 04 44 10 13 or equivalent providing the same scope of coverage.
3.0	Workers' Compensation and Employer's Liability.	Subcontractor is to maintain workers' compensation and employer's liability and, if necessary, commercial excess insurance, insurance meeting at least the following specifications.
3.1	Workers' Compensation Limits	The limits of this insurance shall be no less than the statutory limits.
3.2	Employer's Liability Limits	The limits of this insurance shall be no less than \$5,000,000 each accident and disease. The policy limits required may be provided by a combination of primary and excess policies , but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein
3.3	Scope	This insurance is to cover liability arising out the Subcontractor's employment of workers and anyone for whom the Subcontractor may be liable for workers' compensation claims. Workers' compensation insurance is required and no "alternative" form of insurance is permitted.
3.4	Experience Modification	Subcontractor's workers' compensation modifier shall be no higher than 0.99. Subcontractor must provide evidence of current modification by attachment of the workers' compensation policy page showing the experience modifier used in the premium calculation or a copy of the NCCI worksheets.
3.5	Territory	The state in which the Work is to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.6	Prohibitions	Employees leased through a Professional Employment Organization ("PEO") are not permitted.
3.7	Alternate Employer	An alternate employer endorsement shall be included in favor of Contractor.
3.8	FELA, Jones Act, Maritime, and Defense Base Act	If the Work will result in exposures under the Jones Act, the Federal Employer's Liability Act, Maritime law or the Defense Base Act, this insurance shall be extended to include insurance coverage mandated thereby.
3.9	Monopolistic States/Stop Gap	If the Work is to be performed in a monopolistic state, stop gap coverage must be provided.
3.10	United States Longshoremen and Harbor Workers ("USL&H")	USL&H coverage shall be provided where such exposure exists listing the state(s) in which Work is to be performed.

Initials _____

3.11	Waiver of Right of Recovery and Subrogation	To the extent permitted by law, Subcontractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties on form WC 42 03 04.
4.0	Excess Liability. If any of the required coverages are to be maintained by and through excess liability insurance, Subcontractor is to maintain excess liability insurance meeting at least the following specifications.	
4.1	Minimum Limits	The limits of this insurance shall be no less than \$5,000,000 each occurrence and annual aggregate.
4.2	Scope	This insurance shall be excess over and be no less broad than the above required general liability, auto liability, and employer's liability coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) general aggregate, personal injury contractual liability, primary and noncontributory status, and prohibition of exclusions or limitations.
4.3	Concurrency	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.4	Defense Costs	When applicable, this insurance is to include a duty to defend any insured and associated defense costs shall be outside of or in addition to the limits of liability.
4.5	Drop Down Coverage	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.6	Waiver of Right of Recovery and Subrogation	To the extent permitted by law, Subcontractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties.
5.0	Unmanned Aircraft (Drones). Subcontractor is required to maintain Unmanned Aircraft insurance meeting at least the following specifications if Subcontractor's Work or any Work of any party for whom Subcontractor is responsible includes the use of unmanned aircraft.	
5.1	Minimum Limits	The limits of this insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate
5.2	Scope	This insurance shall cover all unmanned aircraft used by Subcontractor or any party for whom Subcontractor may be responsible and provide coverage for bodily injury, property damage, and personal injury liability.
5.3	Additional Insured	Additional Insured status shall be provided in favor of Contractor Parties.
5.4	Primary and Noncontributory	This insurance shall be endorsed to provide primary and noncontributing liability coverage in favor of Contractor Parties.
5.5	Waiver of Right of Recovery and Subrogation	Subcontractor shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties.
6.0	Riggers Legal Liability. Subcontractor is required to maintain Riggers Legal Liability insurance meeting at least the following specifications if Subcontractor's Work or any Work of any party for whom Subcontractor is responsible includes rigging operations.	
6.1	Minimum Limits	The limits of this insurance shall be no less than \$1,000,000 each project and \$1,000,000 catastrophe limit.
6.2	Scope	This insurance shall cover all rigging liability of Subcontractor or any party for whom Subcontractor may be responsible that lift, set in place, or move tangible property of others that is in Subcontractor's or its subcontractor's care, custody or control when operating in the capacity of a rigging Subcontractor.
6.3	Form	Coverage shall be provided on a direct damage basis and shall include or be endorsed to include 1.) building and structures coverage when in connection with any part of the insureds rigging, assembling or dismantling, and 2.) valuation of property in the care, custody and control of the insured shall be replacement cost
6.4	Additional Insured	Additional Insured status shall be provided in favor of Contractor Parties.
6.5	Primary and Noncontributory	This insurance shall be endorsed to provide primary and noncontributing liability coverage in favor of Contractor Parties.
6.6	Waiver of Right of Recovery and Subrogation	Subcontractor shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties.
7.0	Professional Liability. Subcontractor is required to maintain Professional Liability insurance meeting at least the following specifications if Subcontractor's Work or any Work of any party for whom Subcontractor is responsible includes any design, engineering, or professional services.	
7.1	Minimum Limits	The limits of this insurance shall be no less than \$2,000,000 each claim and \$4,000,000 annual aggregate. If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
7.2	Scope	Such insurance shall cover all professional services rendered by the Subcontractor and its vicarious liability arising out of engagement of subcontractors under the Agreement, including but not limited to design or design/build services. A professional liability endorsement to a general liability policy is not acceptable.
7.3	Retroactive Date	Any retroactive date must be effective prior to beginning of services for the Contractor.

Initials _____

7.4	Prohibitions	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> a. Bodily injury or property damage where coverage is provided on behalf of design professionals or design/build Subcontractors; b. Contractual liability or any other similar exclusion which would serve to exclude coverage for liability assumed in connection with the underlying Agreement; c. Construction delays; d. Construction management exclusions (if applicable); e. Cost estimating; f. Cost to repair or replace subcontractors faulty work; g. Design build; h. EFIS if the Work potentially includes such exposure; i. Exception to contractual liability exclusion for liability that would exist in the absence of contact or agreement, warranty or guarantee; j. Financial loss or economic damages arising from construction means, methods, or temporary works; k. Habitational, residential, or multi-family operations, if the Work is to be performed on such a project; l. Lead, silica, mold and/or microbial matter and/or fungus and/or biological substance, asbestos or other pollution or environmental conditions; m. Natural Resource Damages; n. Naturally occurring substances; o. Punitive, exemplary or multiplied damages (coverage shall be provided for punitive and multiplied damages where permitted by law); p. Property damage to the work performed; q. Safety; r. Subcontractor actions against design-build; s. Technology-related.
7.5	Term	<p>Subcontractor agrees to maintain Professional Liability insurance with respect to the Work performed under the Agreement in identical coverage, form and amount, including required endorsements for the full term of the Statute of Repose beyond termination of the Agreement. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.</p>
7.6	Waiver of Right of Recovery and Subrogation	<p>Subcontractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties.</p>
8.0	<p><u>Pollution Liability</u> Subcontractor is required to maintain Pollution Liability insurance meeting at least the following specifications if Subcontractor's Work or any Work of any party for whom Subcontractor is responsible involves any introduction, use, abatement, handling, transporting, clean up, or disposal of hazardous materials. Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Subcontractors Pollution Liability insurance will not fulfill this requirement.</p>	
8.1	Minimum Limits	<p>The limits of this insurance shall be no less than \$2,000,000 each claim and \$4,000,000 annual aggregate. If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.</p>
8.2	Form	<p>This insurance shall be provided on an occurrence basis and shall include a separation of insureds provision.</p>
8.3	Scope	<p>The policy must provide coverage, including defense costs for losses arising from or in any way related to sudden and/or gradual pollution conditions which arise from the full scope of the Subcontractor's operations (on-going and completed) as described within the scope of Work for the Agreement, including:</p> <ul style="list-style-type: none"> a. Bodily injury and property damage (including restoration or replacement costs); b. Claims arising from owned and non-owned disposal sites utilized in the performance of the agreement; c. Contractual liability; d. Diminution of value and natural resources damages; e. Loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall f. Pollution conditions that arise from or in connection with the transportation, by or on behalf of the Subcontractor, of any waste or waste materials off or away from the project site; and g. Third party liability for bodily injury, property damage, clean up expenses, and defense arising from the work.
8.4	Additional Insured	<p>This insurance must name Contractor Parties as an Additional Insureds.</p>
8.5	Insured Contracts	<p>Coverage shall include but not be limited to liability assumed by Subcontractor under the Agreement, including the tort liability of another assumed in a business contract.</p>
8.6	Primary and Noncontributory	<p>This insurance shall be endorsed to provide primary and noncontributing liability coverage in favor of Contractor Parties.</p>
8.7	Waiver of Right of Recovery and Subrogation	<p>Subcontractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Contractor Parties.</p>

Initials _____

8.8	Prohibitions	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> a. Claims arising from owned and non-owned disposal site utilized in the performance of the Work; b. Contractual liability or any other similar exclusion which would serve to exclude coverage for liability assumed by the Subcontractor in connection with the underlying Agreement; c. Damage to Work performed by Subcontractor or Subcontractor's subcontractors; d. Diminution of value; e. EIFS; f. Environmental services/remediation; g. Faulty workmanship as it relates to clean-up costs; h. Insured vs. Insured actions (exclusion for claims made between insureds within the same economic family are acceptable); i. Impaired property that has not been physically injured; j. Loss arising from pollutants including but not limited to lead, silica, mold, microbial matter, fungus biological substance, asbestos, contaminated drywall or other pollution or environmental conditions; k. Materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval; l. Naturally occurring substances; m. Natural Resource Damages; n. Pollution condition that arise from or in connection with the transportation, by or on behalf of the Subcontractor, of any waster or water materials off or away from the project site; o. Property damage to the Work performed by the Subcontractor; p. Punitive, exemplary or multiplied damages ((coverage shall be provided for fines/penalties, punitive and multiplied damages where permitted by law); q. Third party liability for bodily injury, property damage, clean-up expenses, and/or defense costs arising from the Work; r. Waste brokering, waste site selection, or arranging for disposal (if applicable); and s. Work performed by sub-subcontractors.
8.9	Term	<p>Completed operations coverage shall be maintained for the period of the Statute of Repose after the completion of Work. The extended reporting period on a claims-made based policy does not fulfill this requirement. Subcontractor's Pollution Liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the Work plus ten (10) years.</p>

2. General Insurance Requirements.

.1 Definitions. For purposes of this Agreement:

- a. "Agreement" means the Agreement to which this Exhibit is attached.
- b. "ISO" means Insurance Services Office.
- c. "Subcontractor" means (a) Subcontractor as defined by the Contract Documents and (b) all of Subcontractor's subcontractors of any tier.
- d. "Contractor Parties" means (a) Contractor as defined by the Contract Documents, (b) any lender whose loan is secured by a lien against the Work, (c) their respective shareholders, members, and partners; (d) any directors, officers, and employees of such persons or entities, and (e) others as required by the Construction Documents.
- e. "Work" means the performance of any Work at the jobsite by or for Subcontractor.

.2 Deductibles and Retentions. If Subcontractor elects to self-insure or to maintain liability insurance required herein subject to deductible and/or retentions exceeding \$25,000, Contractor Parties and Subcontractor shall maintain all rights and obligations between themselves as if Subcontractor fully maintained the insurance required herein with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses and any other extensions of coverage required herein. Subcontractor shall pay from its assets the costs, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Subcontractor had maintained the insurance pursuant to this Exhibit without said deductible or self-insured retention. All liability deductibles and retentions shall be paid by, assumed by, for the account of, and at the sole risk of the Subcontractor. The Subcontractor shall not be reimbursed for same by Contractor Parties or other additional insureds. Contractor may require Subcontractor to post security or obtain gap coverage for large deductibles.

.3 Forms. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Contractor will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Contractor.

.4 Insurance Requirements of Subcontractor's Subcontractors

- a. Insurance similar to that required of the Subcontractor shall be provided by all subcontractors (or provided by the Subcontractor on behalf of its subcontractors) to cover operations performed under any subcontract agreement. The Subcontractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Subcontractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Contractor upon request.

Initials _____

- b. The Subcontractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Subcontractor's or its subcontractor's property shall be the Subcontractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Subcontractor and its subcontractors shall not be reimbursed for same. It is expressly agreed that the Subcontractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Contractor Parties.
- .5 **Limits.** "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If Subcontractor maintains greater limits, then these specifications shall not limit the amount of recovery available to Contractor Parties and the limits specified above as the minimum limits are increased to the greater limits. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Subcontractor under this Exhibit.
- .6 **Notice of Cancellation, Material Change and Non-Renewal.** Subcontractor shall not cause any insurance to be cancelled nor permit any insurance to lapse during the term of the Agreement or as required in the Contract. All insurance required herein shall be endorsed to provide a 30 day notice of cancellation, material change and non-renewal to Contractor to the extent commercially available. If this endorsement cannot be provided, Subcontractor will immediately provide written notice to Contractor should any of the insurance policies required herein be cancelled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than thirty (30) days prior (except 10 days for nonpayment of premium) to any such action being taken.
- .7 **Policies.** All policies held by Subcontractor and required herein must be written through insurance companies authorized to do business in the State in which the Work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
- .8 **Primary and Noncontributory.** Requirements for primary and noncontributory insurance means that it is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by Contractor Parties, with Contractor Parties' insurance being excess, secondary and noncontributing.
- .9 **Waiver of Claim/Waiver of Subrogation/Waiver of Rights of Recovery.** Notwithstanding anything to the contrary in Subcontractor's contract, Subcontractor hereby waives, and shall cause its subcontractors to waive, its right of recovery from Contractor Parties for all claims (i) that are covered by any insurance maintained by Subcontractor or its subcontractors, (ii) would have been covered by any insurance required to be maintained by Subcontractor or its subcontractors under this Exhibit, or (iii) that constitute any retained, self-insured or uninsured risk of Subcontractor or its subcontractors. All insurance policies required to be provided by Subcontractor pursuant to this Exhibit shall include a waiver of subrogation and any other rights of recovery by the insurer in favor of Contractor Parties. The provision of this paragraph shall be deemed incorporated into each subcontract to the extent necessary to achieve the result intended. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- .10 **Evidence of Insurance.** Subcontractor is to provide Contractor with evidence of insurance prior to entry by Subcontractor on the property and thereafter is to provide Contractor refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Liability insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance which shall specify:
- a. Contractor as certificate holder at Contractor's mailing address;
 - b. Insured's name, which must match that on the Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Contractor Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Aviation Liability, Riggers Liability, and Pollution Liability;
 - f. Aviation Liability when required herein and Excess Liability;
 - g. Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
 - h. Electronic Data Liability on General Liability;
 - i. Personal Injury Contractual Liability on General Liability and Excess Liability;
 - j. Primary and non-contributory status on General Liability, Auto Liability and Excess Liability and when required herein, Pollution Liability;
 - k. Pollution Liability when required herein;
 - l. Professional Liability when required herein;
 - m. Riggers Liability when required herein;
 - n. Waivers of subrogation on all coverages;
 - o. Amount of any deductible or self-insured retention in excess of \$25,000;
 - p. 30 Day Notice of Cancellation on all coverages;
 - q. Copies of the following shall also be provided:
 - 1) General Liability Additional Insured endorsement(s); and
 - 2) General Liability and Excess Liability Schedule of Forms and Endorsements pages.

If requested in writing by Contractor, Subcontractor will provide to Contractor a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Contractor Party of any rights. The Contractor shall have the right, but not the obligation, of prohibiting the Subcontractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Contractor.

3. Miscellaneous

Initials _____

- .1 **Release and Waiver.** The Subcontractor hereby waives all rights of recovery and releases, and shall cause its subcontractors to release, the Contractor Parties from any and all claims or causes of action whatsoever which the Subcontractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Subcontractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLIES REGARDLESS OF WHETHER OR NOT ANY SUCH LOSS, CLAIMS, OR CAUSES OF ACTION ARE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, ERROR, OMISSION, BREACH OF CONTRACT OR NEGLIGENCE OF CONTRACTOR PARTIES, WHETHER ACTIVE OR PASSIVE, SOLE, JOINT, CONCURRENT, OR GROSS NEGLIGENCE.**
- .2 **No Waiver.** Failure of any Contractor Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Contractor Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Subcontractor's obligation to maintain such insurance.
- .3 **Suspension.** Contractor shall have the right, but not the obligation, of suspending Subcontractor's services, without an increase in the sum payable by Contractor to Subcontractor due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by Contractor.
- .4 **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Subcontractor, an additional certificate(s) evidencing such coverage shall be provided to Contractor with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
- .5 **Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to Contractor as allowed under the law.
- .6 **Use of the Contractors Equipment.** The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Contractor's equipment only with express written permission of the Contractor's designated representative and in accordance with the Contractor's terms and conditions for such use. If the Subcontractor or any of its agents, employees, subcontractors or suppliers utilize any of the Contractor's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Contractor, the Subcontractor shall defend, indemnify and be liable to the Contractor Parties for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNITY APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE CONTRACTOR PARTIES.**
- .7 **Subcontractor Insurance Representations to Contractor Parties**
 - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Contractor Parties' minimum requirements and are not to be construed to void or limit the Subcontractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Subcontractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Subcontractor in support of the Subcontractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
 - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Subcontractor shall fail to remedy such breach within five (5) business days after notice by the Contractor, the Subcontractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Contractor Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Subcontractor by the Contractor. In the event of any failure by the Subcontractor to comply with the provisions of this Agreement, the Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Subcontractor, purchase such insurance, at the Subcontractor's expense, provided that the Contractor shall have no obligation to do so and if the Contractor shall do so, the Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- .8 **Survival.** This Exhibit is an independent contract provision and shall survive the completion of the Work or termination or expiration of the Construction Agreement.

Initials _____