## INSURANCE REQUIREMENTS

Without prejudice to Subcontractor's liability to indemnify Contractor as stated in any Indemnification provision contained in this Subcontract, Subcontractor shall procure at its expense and maintain for the duration of this Subcontract, and ensure that any of its subcontractors used in connection with this Subcontract procure and maintain, the insurance policies required below:

1. Workers' Compensation
Employer's Liability

\$500,000 Bodily Injury by Accident – Each Accident
\$500,000 Bodily Injury by Disease – Policy Limit
\$500,000 Bodily Injury by Disease – Each Employee

- i. When applicable, the policy will be endorsed to include coverage for Voluntary Compensation, USL&H, Maritime and/or Outer Continental Shelf Land Act.
- ii. Where applicable, Subcontractor shall provide evidence of coverage for the Defense Base Act (DBA) including all employees working on U.S. government contracts outside the United States.
- iii. Subcontractor and its insurer shall waiver all rights of subrogation in favor of Contractor.

2. Commercial General Liability BODILY INJURY & PROPERTY DAMAGE – COMBINED Including: \$1,000,000 Each Occurrence

Premises / Operations
 \$1,000,000 Personal & Advertising Injury

■ Products & Completed Ops \$2,000,000 General Aggregate

Broad Form
 \$2,000,000 Products / Completed Operations Aggregate

- i. The General Liability policy will be endorsed to name Contractor, its directors, officers, and employees, and Contractor's customer where required by Contractor's Prime Contract with its customer, as Additional Insured.
- ii. Subcontractor and its insurer shall waiver all rights of subrogation in favor of Contractor.
- 3. Commercial Auto Liability BODILY INJURY & PROPERTY DAMAGE COMBINED

Including: \$1,000,000 – Each Occurrence

- Owned
- Hired & Non-owned
- Other Mobile Equipment
- i. The Auto Liability policy will be endorsed to name Contractor, its directors, officers, and employees, and Contractor's customer where required by Contractor's Prime Contract with its customer, as Additional Insured.
- ii. Subcontractor and its insurer shall waiver all rights of subrogation in favor of Contractor.
- 4. Contractor's Equipment Replacement Cost

Covering Subcontractor's equipment and machinery used in conjunction with the performance of the work specified in or incidental to this contract.

5. Professional Liability \$2,000,000 Each Claim

If Subcontractor is performing any professional services.

6. Pollution Liability \$1,000,000 Each Claim \$2,000,000 Aggregate

Applicable for:

- Hazardous Material Remediation Contractors
- Other Specialty Contractors

In the event that Asbestos, Hazardous Materials, Lead or other environmental hazards are transported by vehicle or other vessel, Subcontractor shall provide the following additional transportation liability coverage, to include coverage for loading/unloading:

\$1,000,000 Each Claim

The required insurance coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by Contractor and notwithstanding any provision contained herein, the Subcontractor, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Contractor, and are not covered under any policy of insurance that Contractor has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of Subcontractor. In no event shall the liability of Subcontractor or any subcontractors be limited to the extent of any of Insurance or the minimum limits required herein.

Insurance shall be placed with insurance companies authorized to transact business in the State(s) of operations and rated A-, V or better by A.M. Best. The insurance policies shall provide not less than 30 days' Notice of Cancellation or Material Change in Coverage.

Prior to commencement of work, and within 15 days of any policy renewal that occurs while any work is on-going under this Subcontract, Subcontractor shall provide Contractor certificates of insurance evidencing the insurance coverage required above, including evidence of additional insured status and waivers of subrogation. Upon request, Subcontractor will provide certified copies of the policies. Acceptance by Contractor of deficient evidence of insurance does not constitute a waiver of contract requirements.

All required insurance policies shall be written on a "per occurrence" form. In the event occurrence coverage is not available, the Subcontractor agrees to maintain continuous "claims made" coverage for a minimum of two (2) years after completion of this contract.