

## Exhibit - Bond and Insurance Requirements

This Exhibit (the “**Insurance Specifications**”) is attached as an Exhibit as part of the Agreement. In the event of conflict between any of the following Insurance Specifications with any provision in the Agreement, these Insurance Specifications control, amend and supplement the conflicting provision.

### A. Specifications, Coverages, Limits & Other Requirements

No.	Specifications	Coverages, Limits and Other Requirements	
<b>A. LIABILITY INSURANCE</b>			
§ 1.	<b>Commercial General Liability.</b>	To the extent permitted by law, Contractor is to maintain commercial general liability (“CGL”) insurance and, if necessary, commercial umbrella/excess insurance (see <b>Spec. 4</b> below), issued on an occurrence basis meeting at least the following specifications.	
§ 1.1	<b>Minimum Limits</b>	The limits of coverage shall not be less than the following amounts:	
		a.	\$ __,000,000
			Per Occurrence
		b.	\$ __,000,000
			General Aggregate
		c.	\$ __,000,000
			Products and Completed Operations Aggregate
		d.	\$ __,000,000
			Personal and Advertising Injury
§ 1.2	<b>General Aggregate</b>	The General Aggregate shall apply separately to this Project.	
§ 1.3	<b>Post-Completion Coverage</b>	Contractor 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. Contractor shall provide written representation to Owner stating Work completion date.	
§ 1.4	<b>Form</b>	This insurance is to be issued on an ISO CG 00 01 and shall coverage liability arising from premises, ongoing and completed operations, hire of Subcontractors (independent contractors coverage), and incidental design liability arising from the contractor’s construction means and methods.	
§ 1.5	<b>Insured Contracts</b>	Coverage shall include but not be limited to liability assumed by Contractor under the Agreement to which this Exhibit is attached, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.	
§ 1.6	<b>Additional Insureds</b>	Additional insured status shall be provided in favor of Owner Parties and such other personas as are designed by Owner to Contractor to be additional insureds on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01.	
§ 1.7	<b>Primary and Noncontributory</b>	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13. 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 all insurance held by Owner Parties, with Owner Parties’ insurance being excess, secondary and noncontributing.	
§ 1.8	<b>Waiver of Subrogation</b>	This insurance is to be endorsed with an ISO CG 24 04 05 09 Waiver of Transfer of Rights of Recovery Against Others Endorsement, or equivalent, to include a waiver of subrogation by insurer as to the Owner Parties and such other persons as are designated by Owner to Contractor as additional insureds.	
§ 1.9	<b>Electronic Data</b>	This insurance is to include an Electronic Data Liability Endorsement ISO CG 04 37 with coverage to the full limits of the policy.	
§ 1.10	<b>Notice</b>	This insurance is to contain a provision for 30 days’ prior written notice by insurance carrier to Owner required for cancellation or material change.	

§ 1.11	<b>Personal Injury Contractual Liability</b>	The personal injury contractual liability exclusion shall be deleted.	
§ 1.13	<b>Certificate of Insurance</b>	A copy of the required Endorsements along with the Schedule of Forms and Endorsements page of the policy listing the required Endorsements as issued modifications to the policy shall be attached to the Certificate of Insurance provided by Contractor to Owner as Certificate Holder at the following address: _____.	
§ 1.12	<b>Prohibitions</b>	The following exclusions/limitations or their equivalents are <b>not</b> permitted:	
		a.	Contractual Liability Limitation ISO CG 21 39.
		b.	Amendment of Insured Contract Definition ISO CG 24 26.
		c.	Limitation of Coverage to Designated Premises or Project ISO CG 21 44.
		d.	Exclusion-Damage to Work Performed by Subcontractors On Your Behalf ISO CG 22 94 or CG 22 95.
		e.	Exclusion-Explosion, Collapse and Underground Property Damage Hazard ISO CG 21 42 or CG 21 43.
		f.	Any classification limitation.
		g.	Any construction defect completed operations exclusion.
		h.	Any endorsement modifying the employer's liability exclusion or deleting the exception to it.
		i.	Any endorsement modifying or deleting explosion, collapse or underground coverage.
		j.	Any habitational or residential exclusion.
		k.	Any insured vs. insured exclusion except named insured vs. named insured.
		l.	Any punitive, exemplary or multiplied damages exclusion.
		m.	Any subsidence exclusion.
§ 2.	<b>Business Auto Liability.</b> Contractor is to maintain business auto insurance meeting at least the following specifications.		
§ 2.1	<b>Minimum Limits</b>	The limits of liability shall be no less than \$ __,000,000 per accident.	
§ 2.2	<b>Form</b>	This insurance is to be issued on the current edition of the ISO CA 00 01	
§ 2.3	<b>Scope</b>	This insurance is to coverage damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use of any auto, including owned, hired and non-owned autos.	
§ 2.4	<b>Additional Insureds</b>	Additional insured status shall be provided in favor of Owner Parties and such other persons as are designated by Owner to Contractor as additional insureds, on ISO CA 20 48 10 13.	
§ 2.5	<b>Waiver of Subrogation</b>	This insurance is to include a waiver of subrogation by insurer as to the Owner Parties and such other persons as are designated by Owner to Contractor on ISO CA 04 44 10 13.	

§ 3.	<b>Workers' Compensation and Employer's Liability.</b> Contractor is to maintain workers' compensation and employer's liability insurance meeting at least the following specifications.		
§ 3.1	<b>Workers' Compensation Limits</b>	The minimum limits of this insurance shall be no less than the statutory limits.	
§ 3.2	<b>Employer's Liability Limits</b>	The minimum limits of this insurance shall be no less than \$ __,000,000 each accident and disease.	
§ 3.3	<b>Territory</b>	The state in which the Work is to be performed must be listed under Item 3.A. on the Information Page of the policy.	
§ 3.4	<b>Scope</b>	This insurance is to cover liability arising out the Contractor's employment of workers and anyone for whom the contractor may be liability for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.	
§ 3.5	<b>Prohibitions</b>	Employees leased through a Professional Employment Organization ("PEO") are not permitted.	
§ 3.6	<b>Stop Gap</b>	Stop Gap coverage must be provided if Work is to be performed in a monopolistic state, listing the state in which Work is to be performed.	
§ 3.7	<b>USL&amp;H</b>	United States Longshoremen and Harborworkers ("USL&H") coverage must be provided where such exposure exists listing the state in which Work is to be performed.	
§ 3.8	<b>Waiver of Subrogation</b>	This insurance is to include a waiver of subrogation by insurer as to the Owner Parties and such other persons as are designated by Owner to Contractor, on form WC 42 03 04.	
§ 4.	<b>Excess Liability.</b> To the extent permitted by law, if any of the required coverages are to be maintained by and through excess liability insurance, Contractor is to maintain excess liability insurance meeting at least the following specifications.		
§ 4.1	<b>Scope</b>	This insurance shall be excess over and be no less broad than all coverages and conditions described above. The policy limits required herein 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 by less than the amount required herein.	
§ 4.2	<b>Concurrency</b>	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.	
§ 4.3	<b>Primary</b>	This insurance shall be primary and non-contributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance held by the Owner Parties shall be excess, secondary and non-contributory.	
§ 4.4	<b>Drop Down Coverage</b>	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.	
§ 4.5	<b>Defense Costs</b>	This insurance is to include a duty to defend any insured.	
§ 4.6	<b>Waiver of Subrogation</b>	This insurance is to include a waiver of subrogation by insurer as to the Owner Parties and such other persons as are designated by Owner to Contractor.	
§ 4.7	<b>Notice</b>	This insurance shall be endorsed to provide a 30 days' notice of cancellation to Owner.	
§ 5.	<b>Professional Liability.</b> Contractor is to maintain Professional Liability insurance meeting at least the following specifications.		
§ 5.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than:	
		a.	\$ __,000,000
		b.	\$ __,000,000
			Each Loss
			Annual Aggregate
		If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$ __,000,000 Each Loss and Annual Aggregate.	

§ 5.2	<b>Scope</b>	Such insurance shall cover all services rendered by the Contractor and its Subcontractors under the Agreement, including but not limited to design or design/build services.		
§ 5.3	<b>Retroactive Date</b>	Any retroactive date must be effective prior to beginning of services for the Owner.		
§ 5.4	<b>Prohibitions</b>	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:		
		a.	Bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors;	
		b.	Habitational or residential operations;	
		c.	Mold or microbial matter and fungus or biological substance; or	
		d.	Punitive, exemplary or multiplied damages.	
		A professional liability endorsement to a general liability policy is not acceptable.		
§ 5.5	<b>Term</b>	Policies written on a claims-made basis shall be maintained for at least __ years 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.		
§ 5.6	<b>Waiver of Subrogation</b>	Contractor shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner Parties.		
§ 5.7	<b>Notice</b>	This insurance shall be endorsed to provide a 30 days' notice of cancellation to Owner.		
§ 6.	<b>Pollution Liability.</b> Contractor is to maintain Contractor's Pollution Liability insurance meeting at least the following specifications.			
§ 6.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than:		
		a.	\$ ,000,000	Each Loss
		b.	\$ ,000,000	Annual Aggregate
		If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$ __,000,000 Each Loss and Annual Aggregate.		
§ 6.2	<b>Scope</b>	The policy must provide coverage for:		
		a.	The full scope of the named insured's operations (on-going and completed) as described within the scope of work for the Agreement.	
		b.	Loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall.	
		c.	Third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations.	
		d.	Diminution of value and natural resources damages;	
		e.	Contractual liability.	
		f.	Claims arising from owned and non-owned disposal sites utilized in the performance of the Agreement.	

		Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement																
§ 6.3	<b>Additional Insured and Primary and Noncontributory</b>	The policy must insure contractual liability, name Owner Parties as additional insureds and such other personas as are designed by Owner to Contractor to be additional insureds, and be primary and noncontributory to all coverage available to the additional insureds.																
§ 6.4	<b>Retroactive Date</b>	If coverage is provided on a claims made basis, coverage will at least be retroactive to the earlier of the date of the Agreement or the commencement of contractor services relation to the Work.																
§ 6.5	<b>Prohibitions</b>	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:																
		<table border="1"> <tr> <td>a.</td> <td>Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable.</td> </tr> <tr> <td>b.</td> <td>Impaired property that has not been physically injured.</td> </tr> <tr> <td>c.</td> <td>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.</td> </tr> <tr> <td>d.</td> <td>Property damage to the work performed by the contractor.</td> </tr> <tr> <td>e.</td> <td>Faulty workmanship as it relates to clean up costs.</td> </tr> <tr> <td>f.</td> <td>Punitive, exemplary or multiplied damages.</td> </tr> <tr> <td>g.</td> <td>Work performed by Subcontractors.</td> </tr> <tr> <td>h.</td> <td>Contractual liability incurred as a result of an injury to an employee of the insured.</td> </tr> </table>	a.	Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable.	b.	Impaired property that has not been physically injured.	c.	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.	d.	Property damage to the work performed by the contractor.	e.	Faulty workmanship as it relates to clean up costs.	f.	Punitive, exemplary or multiplied damages.	g.	Work performed by Subcontractors.	h.	Contractual liability incurred as a result of an injury to an employee of the insured.
a.	Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable.																	
b.	Impaired property that has not been physically injured.																	
c.	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.																	
d.	Property damage to the work performed by the contractor.																	
e.	Faulty workmanship as it relates to clean up costs.																	
f.	Punitive, exemplary or multiplied damages.																	
g.	Work performed by Subcontractors.																	
h.	Contractual liability incurred as a result of an injury to an employee of the insured.																	
§ 6.6	<b>Term</b>	Completed operations coverage shall be maintained for a minimum of __ years after the completion of Work. (The extended reporting period on a claims-made based policy does not fulfill this requirement). Contractor's pollution liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the Work plus __ years.																
§ 7.	<b><u>Subcontractor's Insurance.</u></b>																	
§ 7.1	<b>Coverage</b>	Contractor shall cause each first tier subcontractor employed by Contractor to purchase and maintain insurance of the types listed above; provided, however, Employers Liability Limits on such subcontractors are not to be less than \$500,000 each Accident or Disease, and such subcontractors' excess policy limit shall be no less than \$1,000,000.																
§ 7.2	<b>Additional Insureds</b>	This insurance is to be endorsed with an ISO CG 20 10 07 04, or equivalent form, Additional Insured Endorsement listing the Owner Parties and such other persons as are designated by Owner to Contractor, as additional insureds.																
§ 7.3	<b>Waiver of Subrogation</b>	This insurance is to be endorsed with an ISO CG 29 88 10 93 Waiver of Transfer of Rights of Recovery Against Others Endorsement, or equivalent, to include a waiver of subrogation by insurer as to the Owner Parties, and such other persons as are designated by Owner to Contractor, as additional insureds.																
§ 7.4	<b>Evidence of Insurance</b>	Contractor shall provide Owner certificates of insurance as to each subcontractor performing Work prior to the subcontractor's entry on the Property certified to Owner as Certificate Holder at the following address: _____.																
<b>B. PROPERTY INSURANCE</b>																		
§ 1.	<b><u>Builder's Risk.</u></b> Contractor is to maintain builder's risk insurance meeting at least the following specifications; but at Owner's option, Owner may in lieu of Contractor maintaining builder's risk insurance, Owner may obtain and maintain the builder's risk insurance. If																	

	Owner obtains the builder's risk insurance, the Contract Price is to be reduced by the amount of the premium and any Contractor markup cost that otherwise was included within the Contract Price.			
§ 1.1	<b>Amount</b>	Limits of coverage are to be the initial Contract Price as increased by amount of subsequent modification of the Contract Price. Coverage shall be provided in amount equal at all times to the full replacement value and cost of debris removal for any single occurrence.		
§ 1.2	<b>Covered Property</b>	Such insurance shall cover:		
		a.	All structures under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundations, footings, underground pipes and wiring, excavations, grading, backfilling or filling.	
		b.	All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site.	
		c.	All property including materials and supplies on site for installation.	
		d.	All property including materials and supplies at other locations but intended for use at the site.	
		e.	All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit.	
		f.	Other property for which an insured is liable regarding the project.	
§ 1.3	<b>Insureds</b>	Insureds shall include:		
		a.	Owner, Contractor, and all Loss Payees and Mortgagees as Named Insureds; and	
		b.	Subcontractors of all tiers.	
§ 1.4	<b>Deductibles</b>	Deductibles shall not exceed:		
		a.	All risks of direct damage, per Occurrence, except	\$10,000
		b.	Delayed opening waiting period	5 days
		c.	Earthquake and earthquake sprinkler leakage, per Occurrence	\$50,000
		d.	Flood, per Occurrence or excess of maximum available through National Flood Insurance Program	\$50,000
§ 1.5	<b>Form</b>	Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss form and shall include coverage for theft, collapse, flood and earthquake. All exclusions must be pre-approved by Owner. This insurance is to be written on a Completed Value, non-reporting form basis and shall be primary to any other insurance coverage available to the named insureds, with that other insurance being excess, secondary and noncontributing.		
§ 1.6	<b>Prohibition</b>	No protective safeguard warranty is permitted.		
§ 1.7	<b>Coverage and Minimum Sublimits</b>	Coverage		Minimum Sublimit

		a.	Additional expenses due to delay in completion of project (where applicable)	\$ _____
		b.	Agreed Value	Included without sublimit
		c.	Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse and ensuing loss	Included without sublimit
		d.	Debris removal additional limit	Included without sublimit
		e.	Earthquake and earthquake sprinkler leakage	\$1,000,000
		f.	Flood, per Occurrence, excess of maximum available through National Flood Insurance Program	\$1,000,000
		g.	Freezing	Included without sublimit
		h.	Mechanical breakdown including hot and cold testing (where applicable)	Included without sublimit
		i.	Occupancy pre-completion	Included
		j.	Ordinance or law	Included without sublimit
		k.	Pollutant clean-up and removal	\$1,000,000
		l.	Preservation of property	Included without sublimit
		m.	Replacement cost	Included without sublimit
		n.	Theft	Included without sublimit

<b>§ 1.8</b>	<b>Occupancy</b>	The termination of coverage provision shall be endorsed to permit occupancy of the coverage property being constructed.
--------------	------------------	---

<b>§ 1.9</b>	<b>Term and Termination</b>	This insurance shall be maintained in effect, unless otherwise provided for in the Agreement, until the earliest of the following dates:
--------------	-----------------------------	--

- |  |  |    |  |
|--|--|----|--|
|  |  | a. | The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; |
|  |  | b. | The date of final payment, as provided for in the Agreement; or  |
|  |  | c. | The date on which the insurable interests in the Covered Property of all insureds other than Contractor have ceased. |

§ 1.10	<b>Waiver of Subrogation</b>	This insurance shall include a waiver of subrogation by insurer as to the insureds.
§ 1.11	<b>Notice</b>	This insurance shall be endorsed to provide 30 days' notice of cancellation to Owner.
§ 2.	<b><u>Contractor's Equipment.</u></b>	
§ 2.1	<b>Amount</b>	Contractor shall obtain and maintain property insurance on Contractor's equipment and personal property insured to 100% of its replacement cost. This insurance will have an equipment floater.
§ 2.2	<b>Waiver of Subrogation</b>	This insurance will be endorsed to waive subrogation in favor of Owner Parties.
<b>C. BONDS</b>		
§ 1.	<b>General</b>	Contractor is required to arrange and furnish separate performance and payment bonds, each for the full amount of the Guaranteed Maximum Price plus Contractor's Fee guaranteeing the faithful performance of all of the provision of the Agreement as well as payment to all persons for labor and material used in the performance of the Agreement. The bonds shall be executed by a surety company acceptable to Owner, on a form acceptable to Owner, and shall become a part of the Agreement. Owner may withhold payments on account until such time as said bonds have been furnished and accepted. No change, alteration or modification in the terms and conditions of the Agreement, or in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished on behalf of Contractor. The cost of the bonds is included in the Contract Price.
§ 2.	<b>Payment Bond</b>	The Payment Bond is to conform to the following requirements.
§ 2.1	<b>Form</b>	The Payment Bond is to be in statutory form. The AIA form is not acceptable.
§ 2.2	<b>Coverage</b>	The Payment Bond is to include coverage for consequential and delay damages due to Contractor's default.
§ 2.3	<b>Rating</b>	The issuer must be at least a Best's Key Rating Guide A/VII company and listed on the United States Department of the Treasury's List of Acceptable Sureties and Reinsurers (the "T" list) and duly licensed and authorized to issue surety bonds in Texas..
§ 2.4	<b>Term</b>	The Payment Bond is to be in effect for the period required by the Texas Property Code.
§ 2.5	<b>Multiple Obligees</b>	The Payment Bond is to name as additional obligees such persons as designated by the Owne, including its lender.
§ 2.6	<b>Recorded</b>	The Payment Bond and all required attachments (issuer's agent's power of attorney and memorandum of the Agreement) is to be recorded in the County's Official Public Records.
§ 3.	<b>Performance Bond</b>	The Performance Bond is to conform to the following requirements.
§ 3.1	<b>Form</b>	The Performance Bond is to be on the AIA form or equivalent. The Performance Bond is to cover Contractor's express warranty and obligations to correct defective Work arising under the Agreement.
§ 3.2	<b>Rating</b>	The issuer must be at least a Best's Key Rating Guide A/VII company and listed on the United States Department of the Treasury's List of Acceptable Sureties and Reinsurers (the "T" list) and duly licensed and authorized to issue surety bonds in Texas.
§ 3.3	<b>Extended Coverages</b>	The Performance Bond is to cover risk of contract penalties and delay damages.
§ 3.4	<b>Term</b>	The Performance Bond is to be in effect for a period of not less than one year following Final Completion.
§ 3.5	<b>Multiple Obligees</b>	The Performance Bond is to name as additional obligees such persons as designated by Owner including its lender.



## B. GENERAL INSURANCE REQUIREMENTS

### 1. Definitions. For purposes of this Exhibit:

a. **Agreement.** “Agreement” means the Commercial Construction Contract – Guaranteed Maximum Price executed by Owner and Contractor.

b. **Owner Parties.** “Owner Parties” means (a) \_\_\_\_\_ (“Owner”), (b) the project manager, (c) any lender whose loan is secured by a lien against the Property, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Agreement.

c. **Contractor.** “Contractor” means \_\_\_\_\_ and Subcontractors of any tier.

d. **ISO.** “ISO” means Insurance Services Office.

### 2. Policies.

a. **Insurer Qualifications.** All insurance required to be maintained by Contractor must be issued by carriers having a Best’s Rating of A or better, and a Best’s Financial Size Category of VIII, or better, and/or Standard & Poor Insurance Solvency Review A-, or better, and authorized to engage in the business of insurance in the State in which the Improvements are located.

b. **No Waiver.** Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. 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 Contract, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor 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 Owner.

c. **Delivery Deadlines.** Contractor shall provide Owner within 10 days of Owner’s request with certified copies of all insurance policies. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

d. **Waiver of Subrogation.** All policies maintained by Contractor, whether required herein or not, shall contain a waiver of subrogation in favor of the Owner Parties.

e. **Notice.** All policies maintained by Contractor shall provide for 30 days’ prior written notice of cancellation to Owner.

f. **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 Owner as allowed under the law.

### 3. Limits, Deductibles and Retentions.

a. **Coverage Limits.** The limits of liability may be provided by a single policy of insurance or 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.

b. **Deductible and Retention Limits.** No deductible or self-insured retention shall exceed \$\_\_\_\_\_ without the prior written approval of the Owner, except as otherwise specified herein. All deductibles and retentions shall be paid by, assumed by, for the account of, and at the Contractor’s sole risk. The Contractor shall not be reimbursed for same.

c. **Policy Limits.** “Limits” set out in these specifications are the minimum dollar amount of insured coverage for the risk or peril specified. If Contractor or its contractors maintain greater limits, then these specifications shall not limit the amount of recovery available to Owner and Owner the limits specified below as the minimum limits are increased to the greater limits.

d. **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Contractor, an additional certificate evidencing such coverage shall be provided to Owner with final application for payment if the 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.

e. **Use of the Owner’s Equipment.** The Contractor, its agents, employees, Subcontractors or suppliers shall use the Owner’s equipment only with express written permission of the Owner’s designated representative and in accordance with the Owner’s terms and condition for such use. If the Contractor or any of its agents, employees, Subcontractors or suppliers utilize any of the Owner’s equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

### 4. Forms.

a. **Approved Revisions and Substitutions.** If the forms of policies, endorsements, certificates, or evidence of insurance required by these specifications are superseded or discontinued, Owner will have the right to require other equivalent forms.

b. **Approved Forms.** Any policy or endorsement forms other than a form specified in this Exhibit must be approved in advance by Owner.

**c. Compliance with Laws.** If any additional insured requirements are deemed to violate any law, statute or ordinance, the additional insured requirements, including any additional insured policy provision or endorsements procured pursuant to the Agreement, shall be reformed to provide the maximum amount of protection to the Owner Parties as allowed under the law.

**5. Evidence of Insurance.** Insurance must be evidenced as follows:

**a. Form.** Liability insurance: ACORD™ Form 25 Certificates of Liability Insurance for liability coverages. Property Insurance: ACORD™ Form 28 Evidence of Commercial Property Insurance for property coverages.

**b. Delivery Deadlines.** Evidence to be delivered to Owner prior to entry on the Property and thereafter at least 30 days prior to the expiration of current policies or on replacement of each certified coverage and within 10 days of Owner's request for an updated certificate.

**c. Certificate Requirements.** Certificates must:

(1) **Insured.** State the insured's name and address.

(2) **Insurer.** State the name of each insurance company affording each coverage, policy number of each coverage, policy dates of each coverage, all coverage limits and sublimits, if any, by type of coverage, and show the signature of the authorized representative signing the certificate on behalf of the insurer.

(3) **Additional Insured Status and Subrogation Waiver.** Specify the additional insured status and waivers of subrogation as required by these specifications.

(4) **Primary Status.** State the primary and non-contributing status required herein.

(5) **Deductibles and Self-Insured Retentions Stated.** State the amounts of all deductibles and self-insured retentions.

(6) **Copy of Endorsements and Policy Declaration Page.** Be accompanied by certified copies of all required endorsements and policy declaration page reflecting issuance of the endorsements.

(7) **Notices.** Be accompanied by insurer certified copy of notice of cancellation endorsement providing that 30 days' notice of cancellation and material change will be sent to the certificate holder.

(8) **Certificate Holder.** Be addressed to the Owner as the certificate holder and show Owner's correct address. A separate certificate is to be addressed and delivered to Owner's lender.

(9) **Producer.** State the producer of the certificate with correct address and phone number listed.

(10) **Authorized Representative.** Be executed by a duly authorized representative of the insurers.

**d. Suspension.** Owner shall have the right, but not the obligation, of suspending Contractor's services, without an increase in the sum payable by Owner to Contractor 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 Owner.

**6. Contractor Insurance Representations to Owner Parties.**

**a. Minimum Requirements.** The insurance coverages required herein (1) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (2) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Contract. 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 Contractor, 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 the Agreement.

**b. Defaults.** Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, the Agreement. If the Contractor shall fail to remedy such breach within five business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Contract, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

**c. Survival.** This Exhibit is an independent contract provision and shall survive the termination or expiration of the Agreement.

**9. RELEASE AND WAIVER.** TO THE EXTENT PERMITTED BY LAW, EACH OF CONTRACTOR AND OWNER (THE "RELEASING PARTY") RELEASES AND WAIVES ANY CLAIMS IT MAY HAVE AGAINST THE OTHER PARTY OR ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (THE "RELEASED PERSONS") FOR BUSINESS INTERRUPTION OR DAMAGE TO PROPERTY SUSTAINED BY THE RELEASING PARTY AS THE RESULT OF ANY ACT OR OMISSION OF THE RELEASED PERSON 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 UNINSURED

PORTION THEREOF, MAINTAINED OR REQUIRED TO BE MAINTAINED BY THE RELEASING PARTY PURSUANT TO THE AGREEMENT. THE WAIVER OF CLAIMS CONTAINED IN THIS SECTION (A) WILL SURVIVE THE COMPLETION OF THE WORK OR THE TERMINATION OF THE AGREEMENT AND (B) WILL APPLY EVEN IF THE LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PERSONS BUT WILL NOT APPLY TO THE EXTENT A LOSS OF DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PERSONS.

**10. Insurance Requirements of Contractor's Subcontractors.**

**a. Coverage.** Insurance similar to that required of the Contractor shall be provided by all Subcontractors (or provided by the Contractor on behalf of Subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to Subcontractors. The Contractor 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 Owner upon request.

**b. ALLOCATION OF RISK.** THE CONTRACTOR 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 CONTRACTOR'S OR ITS SUBCONTRACTOR'S PROPERTY SHALL BE THE CONTRACTOR'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 CONTRACTOR SHALL NOT BE REIMBURSED FOR SAME. SHOULD THE CONTRACTOR OR ITS SUBCONTRACTORS CHOOSE TO SELF-INSURE THIS RISK, IT IS EXPRESSLY AGREED THAT THE CONTRACTOR HEREBY WAIVES, AND SHALL CAUSE ITS SUBCONTRACTORS TO WAIVE, ANY CLAIM FOR DAMAGE OR LOSS TO SAID PROPERTY IN FAVOR OF THE OWNER PARTIES.