

arising from the performance of, or failure to perform the Work.

18. INSURANCE: Unless otherwise specified in this Subcontract, Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of its obligations hereunder, and two years after completion, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to Contractor. Subcontractor shall deliver to Contractor no later than 10 days after the award of this Subcontract, but in any event, prior to the execution of the Subcontract by Contractor prior to commencing work on the project site, all endorsements and certificates of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall provide that no less than 30 days advance notice will be given in writing to Contractor prior to cancellations, termination or alteration of said policies of insurance. In the event Subcontractor fails to obtain or maintain any insurance coverage required herein, Contractor may purchase such coverage and charge the expense hereof to Subcontractor, or terminate this Subcontract. Regardless of the Contractor's actions any uncovered losses due to Subcontractor's lack of coverage shall be Subcontractor's responsibility. Certificate of Insurance must list Marsh Development Inc. and any other entity or person required by Owner as additional insured.

18.1 SUBCONTRACTOR'S LIABILITY INSURANCE:

A. Subcontractor shall obtain and submit to Contractor before any Subcontract Work is performed, certificates from the Subcontractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Prime Contract, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits. Coverage B. Employer's Liability. Bodily Injury by accident \$1,000,000 each accident Bodily Injury by disease \$1,000,000 policy limit Bodily Injury by disease \$1,000,000 each employee. Coverage must include a Waiver of Subrogation endorsement naming Marsh and Owner (8/15). Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned". If the Contract Documents require Subcontractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached. Policy must also name Owner and contractor as additional insured as well as waive rights to recovery. Endorsements required.

3. Commercial General Liability:

Each Occurrence Limit \$1,000,000 Personal Injury/Advertising Injury Limit \$1,000,000 Products/Completed Operations Aggregate Limit \$2,000,000 General Aggregate Limit \$2,000,000 (other than Products/Completed Operations) Coverage must include a Waiver of Subrogation endorsement as well as a per job aggregate. Both policy forms must include:

- a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- b) Products and Completed Operations coverage.
- c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- d) Broad Form Property Damage coverage, including completed operations or its equivalent.
- e) An endorsement naming Contractor, Owner and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- f) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- g) Coverage on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- h) Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability in excess of the above liability amounts at the following limits: Each Occurrence \$1,000,000 Aggregate \$1,000,000

5. Errors & Omissions Liability

(Applicable if subcontractor to provide any design/engineering services as part of Subcontract Work)

6. Pollution Legal Liability

(Applicable as to any pollutants or hazardous waste exposures as part of Subcontract Work) Subcontractor shall maintain insurance covering losses caused by pollution conditions that arise from the Subcontract Work. If the scope of the "Work" involves the delivery, protection, or containment of water in any manner or form whatsoever, no "mold", "fungi", "bacteria" or "water intrusion" or similar exclusion may be attached to the Subcontractor's Commercial General Liability policy. In the alternative, "mold", "fungi", "bacteria" coverage may be provided under a separate policy.

7. Other Requirements

- a) The Certificate of Insurance will expressly entitle Contractor to thirty (30) days notice prior to any insurance policy represented therein being cancelled or modified.
- b) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than B+ VII. All coverage forms must be acceptable to Contractor.
- c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any Subcontract Work. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.
- d) Subcontractor shall be responsible to satisfy any deductible or self insured retention with respect to any of the coverages required by this Subcontract.
- e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds.
- f) In the event that rental of equipment is undertaken to complete and/or perform the Subcontract Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- g) If the Work involves the design, construction, fabrication, preparation, installation, application, maintenance or repair (including remodeling, service, correction, or replacement) of any "exterior insulation finish system" (EIFS) or any part thereof, or substantially similar system, the Subcontractor's CGL policy shall include no exclusions for such work. Alternatively, "EIFS" coverage may be provided under a separate policy.
- h) Contractor's Installation Coverage Insurance to include materials stored at jobsite in amounts to insure to value.

18.2 Contractor and Subcontractor waive all rights against each other and against Owner, Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Owner, the Contractor, Subcontractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Subcontractor shall bear the responsibility for