

- b. Employer's Liability Insurance
 - Bodily Injury by Accident, each accident \$1,000,000
 - Bodily Injury by Disease, each employee \$1,000,000
 - Bodily Injury by Disease, policy limit \$1,000,000
- c. Automobile Liability Insurance with limits of liability not less than:
 - Combined Single Limit \$1,000,000

This insurance shall provide primary coverage for any auto, including all owned, non-owned, and hired vehicles. If the insured Subcontractor is transporting hazardous waste/materials from the Site, appropriate MCS-90 Endorsement must be attached and supplied to Contractor on a primary basis.

- d. Professional Liability. If Subcontractor has design or engineering responsibility in the execution of its Subcontract obligations, Subcontractor shall provide a Professional Liability coverage with limited contractual liability coverage in favor of Contractor and a deductible no greater than \$50,000 per claim. Any deductible or self-insured retention (SIR) must be clearly identified on the Certificate of Insurance and is subject to Contractor's approval. This insurance shall be maintained for not less than the duration of the project and ten (10) years following completion of construction. Retroactive date of such policy must be on or before the date Subcontractor (and its consultants/subcontractors) began providing professional services for the project. Limit of liability shall be not less than \$1,000,000 per claim.
- e. Pollution Liability. If work contemplates asbestos or lead, mold or other pollutant abatement, Subcontractor shall provide liability insurance coverage for claims arising out of abatement, removal, storage, transportation, and/or disposal activities. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims-made basis with a minimum 5 year extended reporting period (tail) with limit of not less than \$5,000,000 each Occurrence (if written on an occurrence basis) or, \$5,000,000 each Claim (if written on a claims-made basis).
- f. Commercial General Liability (applicable to off-site exposures) on ISO form no less broad than CG 00 01 12 04 with limits of liability not less than:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations AggregateUmbrella/Excess Liability (applicable to off-site exposures) on follow-form basis with limits of liability not less than:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products Completed Operations Aggregate

Such general liability coverage shall be primary insurance for Subcontractor's off-site exposures. Any insurance maintained by Contractor or the Owner shall be non-contributing. Coverage shall recognize Contractor and Owner as additional insured in a manner no less broad than ISO CG 20 10 10 01 endorsement wording. "Claims-made" general liability policies are not acceptable. The policy shall provide a waiver of subrogation in favor of Contractor, Owner and any and all other indemnified parties as required by this Agreement. **Additional Insureds Shall be: Pankow Special Projects, L.P., its parent and affiliated companies, and each of their officers, directors and employees; and Owner Name**

- g. The Subcontractor shall maintain in full force and effect "All Risk Insurance" for all equipment, and property obtained by or for Subcontractor, which is not intended to become a part of the Work, while such equipment and property is stored at the Premises, temporary locations, or while in transit. The Subcontractor shall be responsible for insuring Subcontractor's owned, rented, hired or borrowed equipment.

The above insurance requirements are to be evidenced by submitting a certificate of insurance to Contractor.

- 5. Excluded Parties. The following parties are excluded from participating in the Program:

Entities whose primary scope of work is to that perform hazardous materials remediation, removal and/or transport companies and their consultants;

Architects, surveyors, engineers, and other professional service providers such as soil testing engineers, concrete testing engineers, or other material testing engineers and each of their consultants;

Any person and/or organization that do not have responsibility for labor or installation on the project site such as fabrication or the manufacture of products, materials or supplies away from the Site with delivery FOB Site. The

Contractor in its sole discretion may designate a fabricator or supplier as an Eligible Party in the event that its erection or installation Sub-subcontractors of Any Tier or other Sub-subcontractor(s) perform Work on the Jobsite;

Vendors, suppliers, fabricators, material dealers, truckers, haulers, owner/operators (independent contractors), drivers and others whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling and/or unloading of material, supplies and/or equipment to or from the Jobsite;

Subcontractors and each of their respective Sub-subcontractors of Any Tier who do not perform any actual Work on the Project site;

Any other parties whom the Contractor at its sole discretion, or through the Insurance Program Administrator, elect to exclude from the Insurance Program, even if otherwise eligible.

6. Subcontractor's Insurance Program Obligations are, in part, as follows:

The Subcontractor shall notify its Sub-subcontractors of Any Tier of the procedure for enrolling in the Insurance Program and shall ensure that its eligible Sub-subcontractors of Any Tier enroll in the Insurance Program and maintain enrollment in the Insurance Program. The Subcontractor shall not permit its Sub-subcontractors of Any Tier to commence Work until all enrollment and insurance requirements set forth in this Subcontract Agreement have been met. The obligations of the Subcontractor under the Insurance Program and this Exhibit shall be binding to its Sub-subcontractors.

Cooperate fully with the Contractor, its Insurance Program Administrator and the Insurance Program Insurers, as applicable, in the administration of the Insurance Program. At the request of Contractor, the subcontractor shall attend meetings held in connection with the Insurance Program.

Comply with all of the administrative, safety, insurance, and other requirements outlined in this Exhibit, the Project Insurance Manual, the Insurance Program insurance policies, or elsewhere in the Contract Documents.

Comply with and follow the claim reporting procedures established for the Insurance Program. All claims must be immediately reported to the Contractor designee as described in the claim reporting procedures outlined in the Project Insurance Manual. The Contractor designee will report all Insurance Program claims to the insurance company.

Assist and cooperate in every manner possible in connection with the prompt reporting, investigation and adjustment of all claims involving the Insurance Program. Upon request, Enrolled Parties shall cooperate with Contractor, its designees, and/or insurance company in the handling of any claim by securing and giving evidence, and obtaining the attendance of witnesses as required.

Not violate or knowingly permit to be violated any conditions of the Insurance Program insurance policies and shall at all times satisfy the requirements and recommendations of the insurance companies issuing them. All requirements of the policies which are to be imposed upon the Subcontractor shall likewise be imposed upon each of its Sub-subcontractors of Any Tier.

7. Contractor in its sole discretion has the right to charge back a Deductible Obligation to the Subcontractor or Sub-subcontractor of Any Tier it deems responsible. Subcontractors shall be responsible for a Deductible Obligation in the amount of \$5,000 per occurrence for all subcontracts with a total value up to \$250,000 and \$10,000 for all subcontracts with a total value over \$250,000. This shall include court costs, attorney fees, costs of defense, and payment of losses to the extent loss is attributable to Subcontractor's Work, or the Work of any of its Sub-subcontractors of Any Tier, or any other entity or party for whom Subcontractor may be responsible. The Deductible Obligation shall remain uninsured by Contractor and will not be covered by the Insurance Program Coverage. Neither Subcontractor (of ANT TIER), nor their insurers, shall have the right to subrogate against any enrolled party in the Insurance Program for reimbursement of these Deductible Obligations.
8. Insurance Program Bid and Change Order Guarantee. Subcontractor hereby warrants, and shall require each of their enrolled Sub-Subcontractors of Any Tier to warrant, that all insurance costs, including profit and overhead, for coverage provided by the Insurance Program are excluded from its bid proposals, bid prices, including time and material work and Change Order quotations. The Subcontractor acknowledges and agrees the Contractor has the right to issue a deductive change order if it is discovered at any time that any Enrolled Subcontractor (or their sub-subcontractors) has included charges for insurance, including profit and overhead, in any quotations or billings submitted to the Contractor for coverage that is provided by Insurance Program.
9. Contractor's Election to Modify or Discontinue the Insurance Program. The Contractor may, for any reason, modify the Insurance Program Coverage, discontinue the Insurance Program, or request that Subcontractor or any of its Sub-subcontractors of Any Tier withdraw from the Insurance Program upon ninety (90) days written notice. The Contractor's election to terminate or not to furnish the Insurance Program can apply to a single Subcontractor of any tier, multiple Subcontractors of any tier, or Subcontractors of all tiers. In the event of cancellation, Contractor shall give Enrolled

Subcontractor ninety (90) days written notice. Thirty (30) days prior to the date of cancellation, Contractor, at its sole option shall; (1) procure alternate insurance coverage for the cancelled policies, or; (2) require Enrolled Subcontractor to procure and maintain alternate insurance coverage in place of the canceled policies. Contractor will reimburse Enrolled Subcontractor for the actual premiums of alternate insurance coverage purchased by Subcontractor.

10. Waiver of Subrogation. The parties insured under the Insurance Program mutually waive all rights of subrogation against each other for any loss to the extent paid by the Insurance Program policies. This waiver with respect to an insured loss covered under the Insurance Program shall be effective as to any individual or entity even if such individual or entity would otherwise have a duty of indemnification, contractual or otherwise. Subcontractor and its lower tiered subcontractors shall waive all rights of recovery against Contractor, Project Owner and other Subcontractors, relating to the Deductible Obligation assessed to them.

Subcontractor and its lower tiered subcontractors also waive all rights of recovery pertaining to adequacy of limits of any policies of insurance that are procured and maintained by Subcontractor.

11. Joint Defense Agreement of Insured Claims: Subcontractor shall not pursue any claim against another insured under the Insurance Program. Subcontractor expressly waives, releases and relinquishes the right to pursue any such claim to the extent of coverage provided under the Insurance Program.

In the event that a claim is brought against more than one insured under the Insurance Program, Contractor and Subcontractor recognize the common interest of all CCIP insureds in jointly defending the claim. Absent a material conflict of interest mandating the appointment of separate counsel under applicable law, Subcontractor, and all involved insureds under the Insurance Program, shall be defended by the same counsel selected by Contractor at its sole discretion ("Defense Counsel"). Further, Subcontractor waives, releases and relinquishes the right to separate counsel under the Insurance Program, regardless of whether the defense under the Insurance Program is provided subject to a reservation of rights issued by the insurer. Subcontractor shall include this Joint Defense Agreement in all of its subcontracts in connection with the project insured under the Insurance Program.

The provisions of this Joint Defense Agreement shall apply whether the claim is within or in excess of the SIR, if any, under the Insurance Program. Nothing in this Joint Defense Agreement shall preclude Contractor and Subcontractor from pursuing claims for losses or damages not covered by the Insurance Program, provided, however, that such claims shall only be pursued in a separate proceeding from any claim being defended under the Insurance Program. Moreover, nothing in this Joint Defense Agreement shall preclude Subcontractor from hiring its own defense counsel at its own expense.

Nothing in this Joint Defense Agreement shall relieve Subcontractor of any warranty, guaranty, or other obligations owed under the Contract to Contractor or Owner. Subcontractor acknowledges that the Insurance Program is not intended to substitute for its warranty, guaranty, or other obligations under this Subcontract, but in no event shall Subcontractor be prohibited from seeking insurance protection under the Insurance Program to fulfill such obligation to the extent of coverage provided in the Insurance Program insurance policies.

In defense of claims arising under the Insurance Program, information shared with Defense Counsel will be protected from disclosure and shall remain privileged even after the termination of the Insurance Program and/or the completion of the contract. Subcontractor agrees not to disclose to any person or entity, other than to Defense Counsel, any confidential information obtained in the defense or pursuit of Insurance Program claims. Any confidential information collected shall only be used in matters that arise directly pursuant to Insurance Program claims. However, disclosures may be made only upon written demand to and written approval from Defense Counsel.

12. In the event of a conflict, the provisions of the Insurance Program Insurance Policies shall govern, then the provisions of the Subcontract Agreement, then the provisions of the Project Insurance Manual, then the Prime Contract. Subcontractor acknowledges that Contractor, CCIP Program Manager, CCIP Coordinator and the CCIP Administrator are not agents or guarantors of the insurance companies providing coverage under the Insurance Program and that Contractor is not responsible for any claims or disputes between or among Contractor, its subcontractors, and any CCIP Insurer(s).
13. Subcontractor agrees that no less than ten (10) days before beginning any work under this Subcontract Agreement, Subcontractor will provide Contractor with a Certificate of Insurance demonstrating that the insurance required by Section 4 was purchased and is in effect. Subcontractor will also provide Contractor with a copy of any required Certificates of Insurance and Additional Insured endorsement(s) or other requested and appropriate policy language demonstrating compliance with the requirements this Exhibit.
14. Subcontractor agrees that its failure to obtain or maintain the insurance required by this Exhibit shall be deemed to be a material breach of this Subcontract Agreement and shall entitle Contractor to cancel this Subcontract Agreement and/or recover damages at its election.
15. It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of this Subcontractor's responsibilities and liabilities specified within the contract documents or by law.

16. It is understood and agreed that authorization is hereby granted to Contractor to withhold payments to the Subcontractor until a properly executed Certificate of Insurance providing insurance as required herein, accompanied by a signed Subcontract Agreement, is received by Contractor.
17. Subcontractor agrees that any contract it enters into with a subordinate or lower tier subcontractor for the performance of any aspect of Subcontractor's work under this Subcontract Agreement, shall expressly bind such other subcontractor to this language and requirements herein, making such obligations applicable to the other subcontractor to the same extent as to Subcontractor.

Subcontractor shall also require its subordinate subcontractor to likewise bind and obligate any additional lower tier or subordinate subcontractors with which it contracts for any portion of the work under this Subcontract Agreement. This purpose of this provision is to require any lower tier subcontractors, regardless of level, to provide the insurance and indemnity required by the Master Terms and Conditions and this Exhibit.

18. All premiums, deductibles or retentions for insurance provided by the Insurance Program are the responsibility of the Contractor. Each Enrolled Subcontractor through the enrollment process acknowledges its assignment of its cancellation rights, rights to all return premiums, premium discounts, adjustments and dividends for insurance procured under the Insurance Program to the Contractor. Enrolled Subcontractors, at the request of Contractor, will execute and deliver to Contractor any release, assignment, direction, or authorization which Contractor or any insurance company may require for such purpose.
19. Enrolled Subcontractors shall cooperate fully with the CCIP Program Manager, CCIP Coordinator, CCIP Administrator and the CCIP Insurers, as applicable, in its or their administration of the Insurance Program. Enrolled Subcontractors shall comply with all of the administrative, safety, insurance, and other requirements outlined in the Project Insurance Manual, the Insurance Program insurance policies, and/or elsewhere in the Contract Documents. At the request of Contractor, CCIP Program Manager, CCIP Coordinator, CCIP Administrator or CCIP Insurers, Enrolled Subcontractors shall attend meetings held in connection with the Insurance Program.

