

## SECTION 12.

### INSURANCE REQUIREMENTS AND SPECIFICATIONS –FACILITY BUILDERS & ERECTORS, INC.

#### Standard Insurance Requirements for all Projects

It is further agreed that the Contractor will carry all necessary Worker's Compensation, General Liability, and Auto Insurance for the necessary Protection of all parties concerned. Contractor shall indemnify and hold harmless the Builder and Owner from all claims of liability resulting from Contractor's operations as outlined below:

CONTRACTOR SHALL MAINTAIN IN FULL FORCE AND EFFECT AT ALL TIMES THE FOLLOWING INSURANCE COVERAGE'S:

#### 12.1 Commercial General Liability with limits of liability not less than:

Each Occurrence Limit	\$1,000,000.00
Personal & advertising Injury Limit	\$1,000,000.00
Products/Completed Operations Aggregate Limit	\$2,000,000.00
General Aggregate Limit	\$2,000,000.00

Commercial General Liability OR Commercial General Liability policy forms must include:

1. Premises/Operations coverage with no X, C or U exclusions,
2. Products/Completed Operations coverage. Contractor agrees to maintain this coverage. Contractor agrees to maintain this coverage for a minimum of five years following completion of his work and to continue to provide appropriate certificates of insurance and endorsements naming Builder and any other required interests as Additional Insured(s) for the entire five-year period;
3. Blanket Contractual liability coverage insuring the obligations assumed by Contractor in this Agreement; under an occurrence policy with a term expiring no less than 5 years after the Certificate of Substantial Completion is issues for the project,
4. Broad Form Property Damage including completed operations or its equivalent;
5. Coverage on an "Occurrence form. "Claim Made" forms are not acceptable;
6. An endorsement naming Owner, Builder and any other interested parties as additional insured including primary insurance wording and "Your Work".
7. An endorsement stating: "Such insurance as is afforded by this policy for the benefit of the Builder, the Owner and any other interested parties shall be primary insurance, and any other insurance maintained by Builder. Owner and other interested parties shall be non-contributory. "However, this endorsement shall apply only to losses, claims, or liabilities arising out of the Contractor's operations or the operations of any one for whose actions the Contractor may be responsible;
8. An endorsement stating that any aggregate limits apply on a per project basis.

#### 12.2 Commercial Auto Coverage with limits of liability not less than \$1,000,000 each accident combined Bodily Injury and Property Damage Liability Insurance including but not limited to owned autos hired or non-owned autos AND shall name FACILITY BUILDERS & ERECTORS, INC. and Owner(s) as an Additional Insured and FACILITY BUILDERS & ERECTORS, INC shall be furnished with the appropriate endorsements from Subcontractor's insurance carriers.

#### 12.3 Workers Compensation Insurance, including Employer's Liability Insurance with limits not less than \$1,000,000, for all of its employees in strict compliance with applicable State Workers Compensation Laws.

#### 12.4 For Architects, Engineer and Design / Build Firms providing Professional Services – Errors and Omissions / Professional Liability Coverage with limits in accordance with applicable law or not less than \$1,000,000, whichever is greater, unless otherwise indicated in the scope of work, and including but not limited to coverage for design problems, economic loss, and consequential damages arising out of such design problems.

- 12.5 Pollution Liability Insurance If the Contractor's work under this contract includes the handling and/or removal of pollutants, contaminants or other hazardous materials, then Contractor shall maintain Pollution Liability Insurance covering the Contractor's liability for bodily injury, property damage (including the loss of use thereof) and environmental damage resulting from pollution and related clean-up costs incurred arising from the work or services to be performed. Coverage shall be provided for work performed on site. If your trade transports and disposes of hazardous materials, Coverage must include Transportation & Non-Owned Disposal Pollution Coverage. The limit of liability shall not be less than \$1,000,000 per occurrence. Builder and Owner and their officers, directors and employees shall be named as additional insureds. No Exclusions for Asbestos, Lead & Silica. 30-day Notice of Cancellation.
- 12.6 Contractor shall furnish certificates and endorsements to Builder, on a form acceptable to Builder and underwritten by insurance companies with an A- VIII or greater rating according to the most current AM Best Rating Guide, and satisfactory to Builder, prior to commencement of any work and prior to execution of this agreement, as evidence of the above insurance coverage. Each such certificate shall provide for a 30-day UNQUALIFIED notice to Builder before cancellation, non-renewal, or material reduction coverage.
- 12.7 If the Contractor fails to secure and maintain the required insurance or to furnish satisfactory certificates and endorsements, Builder shall have the right, but shall not be obligated, to secure same in the name and for all the account of the Contractor in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- 12.8 Satisfaction of Contractor's obligation pursuant to this paragraph shall not constitute a waiver of, nor limitation upon Contractor's indemnification of Builder, Contractor shall also maintain in full force and effect at all times, "All Risk Insurance" for theft or physical damage to all tools, equipment, and property obtained by or for Contractor to become a part of the work while stored at jobsite, at temporary locations or while in transit to the project or such temporary locations.
- 12.9 General liability Policies, Commercial Auto Coverage AND Pollution Liability Insurance shall name FACILITY BUILDERS & ERECTORS, INC and Owner(s) as an Additional Insured and FACILITY BUILDERS & ERECTORS, INC shall be furnished with the appropriate endorsements from Contractor's insurance carriers. Such insurance shall be primary and any other insurance maintained by FACILITY BUILDERS & ERECTORS, INC is excess and not contributing insurance with the insurance required hereunder.
- 12.10 Thirty (30) days notice to Builder is required on Certificates for any material change or cancellation of said policies. Acceptances of insurance Certificates by the Builder shall in no way limit or relieve the Contractor of the duties and responsibilities assumed in this Contract agreement.
- 12.11 Contractor shall assume liability, save and hold harmless Builder and its officers, agents and employees from and against any liability and loss, cost, damages, expenses, including attorney's fees, on account of claims for personal injury, including death sustained by any person or persons whomever, including employees of Contractors, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of work under this subcontract, excepting only such matters caused by the active negligence, sole negligence or willful misconduct of the Builder and/or Owner(s).
- 12.12 WAIVER OF SUBROGATION: Contractor waives all rights against Builder, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability and Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
- 12.12 Underground Fuel Tank Contractor shall assume liability, if the exposure poses an environmental risk, known or suspected, Pollution Liability with minimum limits of \$5,000,000.00 per occurrence.