KIRTLEY COLE ASSOCIATES LLC
GENERAL CONTRACTOR

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Certificate of Insurance Requirements

This page is a brief summary of the insurance requirements. Pages 2 and 6 are excerpted from paragraphs 28, 29, and 30 of the Subcontract. You need to forward this to your Insurance Agent. All subcontractors are required to have an 'Approved Certificate of Insurance' on file with us prior to commencing work and through the statute of repose. Any subcontractor who does not have an approved Certificate of Insurance on file with us will not be allowed on the jobsite and will be back charged for any delays that result.

- **PLEASE HAVE YOUR INSURANCE AGENT COMPLETE THE ATTACHED INSURANCE CERTIFICATE CHECKLIST AND RETURN WITH YOUR CERTIFICATE OF INSURANCE**

- Minimum **$2,000,000.00 Aggregate and $1,000,000.00 per occurrence** is required. Limits are as follows:
  - $1m Each Occurrence Bodily Injury and Property Damage
  - $1m Personal Injury
  - $2m General Aggregate
  - $2m Aggregate for Products – Completed Operations

- **Automobile liability insurance**, including coverage for all owned, hired and non-owned automobiles not less than $1,000,000 combined single limit each accident or bodily injury and property damage.

- The ***Additional Insured Endorsement*** (CG 2010 11/85 form or equivalent) listing Kirtley-Cole Associates LLC and the Owner as additional insured.

- Kirtley-Cole Associates LLC and the Owner must be endorsed as **Primary Non-Contributory Named Additional Insured** within the schedule area of the endorsement.

- The policy shall also be endorsed to provide a **Waiver of Subrogation** against the additional insured and evidence of same **must** be included along with the additional insured endorsement.

- Confirmation **per project aggregate limits must** be stated on the Certificate of Insurance and with corresponding policy numbers.

- **All Forms and Endorsements must be attached to the Certificate of Insurance with corresponding policy numbers listed on them.**

- Please add in the description box "for **any and all projects** contracted with Kirtley-Cole Associates LLC and the Owner". *(Please note: Ideally, if you are working on multiple projects for Kirtley-Cole, it is preferable to have blanket coverage. If your insurance carrier cannot provide a blanket certificate, we will accept your certificate referencing the specific project in lieu of "any and all projects".)*

The following additional coverage is required only if the Professional Liability Insurance Required box is checked Yes on the face of your Subcontract:

*All Professional Services (i.e., engineering, surveying, consulting, design services, etc.) **must** provide a Certificate of Insurance validating **Errors and Omissions** coverage of not less than $1 million and maintain such coverage without lapse for a period of not less than (3) years after project completion.

The certificate may be emailed to: insurance@kirtley-cole.com

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28. INSURANCE Unless higher limits or additional coverages are required by the Subcontract or Main Contract, prior to the commencement of any work, Subcontractor shall secure, purchase and maintain, at its own expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification that is part of this contract shall also apply to anyone hired by Subcontractor to Work under this agreement.

Commercial General Liability

Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 occurrence form or equivalent for hazards of: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations

The insurance shall have the following minimum limits of liability of:

$1,000,000 Each Occurrence
$1,000,000 Personal and Advertising Injury
$2,000,000 General Aggregate
$2,000,000 Products / Completed Operations Aggregate

The general aggregate coverage limits shall be per project general aggregate and shall be evidenced on Subcontractor's Certificate of Insurance.

The insurance shall include:

- Contractual liability coverage sufficient to meet the requirements of this Subcontract Agreement (including defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability
    - To the extent aligned with and permittable applicable law, no Contractual Liability Coverage Exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date forward (CG 24 26 or similar)
- Personal Injury Liability (with contractual exclusions deleted)
- Perils of Explosion, Collapse, & Underground (XCU)
- Coverage must be primary and non-contributory with any insurance maintained by additional insured party
- No separation of insured exclusion
- The following exclusions are absolutely prohibited and shall not be included in Subcontractor's policy if applicable to the work:
    - No exclusion for "third-party action over suits" or any similar restriction of coverage applicable to claims brought against others by an employee of Subcontractor or its subcontractors
    - No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar).
    - No exclusion for subsidence, which is specifically prohibited for any work involving excavation, soil stabilization, earth retention, concrete, structural steel, landscaping, waterproofing, fire protection, and plumbing.
    - No EFIS exclusion
    - If applicable, operations performed in 50 feet of railroad property
    - If applicable, operations involving single-family or apartments

Subcontractor shall maintain general liability coverage for both Products and Completed Operations Insurance and the Additional Insureds status for the statute of repose. Subcontractor shall agree to provide evidence of such coverage to Contractor on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement.

Electronic Data Liability Insurance

Required if SUBCONTRACTOR provides any work on or near utilities.

The minimum limits of liability are:

$1,000,000 Each Occurrence
$1,000,000 General Aggregate

Commercial Automobile Liability

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the Scope with limits of:

$1,000,000 Combined Single Limit

The insurance shall include:

- Coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Project, and Contractual Liability coverage
- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a $1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
    - If CGL 12/04 or later edition is provided, the CA0051 1204: Mobile Equipment Subject to Motor Vehicles Laws shall also be provided. This additional endorsement is not required if the 2006 ISO Auto form is provided.

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Excess/Umbrella Liability

Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Subcontractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of:

- ***$1,000,000 each occurrence and aggregate.***

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy. Higher limits may be required by Contractor or Owner on a project-by-project basis. Subcontractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured.

Leased Employee Liability

If Subcontractor leases one or more employees using a payroll, employee management or other company, and workers compensation/employer's liability coverage is not provided by the payroll, employee, management or other company, then the Subcontractor must directly procure workers compensation/employer's liability insurance. The workers' compensation and employer's liability coverage provided to and for the leased employees by the payroll, employee management or other company shall be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Subcontractor as the alternate employer. The employer's liability must be scheduled under applicable umbrella (except in state where employer's liability is unlimited). The insurance shall be written on a "minimum premium" or "if any" policy form.

Professional Liability

This Section is applicable to Subcontractor and any sub-subcontractor of any tier that is providing professional services, including but not limited to the following:

- Providing design of any portion of the Project's scope of work. This includes any design required for Subcontractor's means and methods to perform their work.
- Advice to the owner and design team in a "Design Assist" role
- Delegated design of final engineering

Subcontractor and all Sub-consultants providing professional services shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope.

Both Subcontractor and listed Sub-Subcontractors shall provide proof of professional liability coverage in the amount of:

- ***$1,000,000 per claim with a maximum deductible of $25,000 to be paid by Subcontractor.***

The Subcontractor and Sub-consultants shall maintain the statute of repose, following completion of the project. Any erosion of insurance limits required will be reinstated to the required amounts prior to completing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reinstatement of applicable limits will be repurchased to the contractually required amounts.

Pollution Liability

This Section is applicable to Subcontractor and any sub-subcontractor of any tier that are providing work related to, demolition, environmental services, building enclosure systems, (including but not limited to all cladding, siding, roofing, windows and doors), plumbing, heating, ventilation, air conditioning, drywall, insulation, fire suppression, building foundations and any work which involves the use of solvents, chemicals, or hazardous materials. Work which creates exposure to Microbial Matter, Mold, Fungi, or Bacteria and any work which will involve the use of hazardous materials. Work that disturbs the earth surface such as erosion control, earthwork, paving, utilities and drilling/trenching.

Subcontractor and all applicable sub-subcontractors must provide and maintain a separate Pollution Liability Insurance policy including coverage for but not limited to claims arising out of the hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. Pollution Liability policy must include contractual liability coverage aligned with indemnification obligation of Subcontract Agreement. Cover shall not contain exclusions for Mold, Mildew, or EIFS related work.

Additionally, the Pollution Liability Insurance policy shall name Contractor, and all other parties as required under the Prime Contract as Additional Insureds.

The policy limits shall be in the amount of:

- ***$1,000,000 each occurrence and aggregate with maximum deductible of $25,000 to be paid by the Subcontractor.***

The Subcontractor and Sub-Subcontractor shall maintain pollution liability coverage for the statute of repose following completion of the project. Mold, mildew, and EIFS is required and shall be provided by a claims-made form, the coverage shall be maintained annually, following completion, for the statute of repose.

Builders Risk Coverage

It is the responsibility of the Subcontractor to inquire about Builders' Risk coverage

If required per Contractor contract with Owner:

Contractor and Subcontractor waive all rights against (1) each other and any of their Vendors, agents and employees, each of the other, and (2) the

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Owner, the Architect, the Architect's consultants, separate contractors, and any of their Subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. Subcontractor shall require of Subcontractor agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Installation Floater
If required by Contractor or not covered by the Builders Risk insurance, Subcontractor shall obtain an Installation Floater to cover that portion of the work to be constructed, installed, altered, or repaired by Subcontractor. If Contractor or Owner, or other party as required by the Prime Contract, have a financial interest, those parties shall be listed as a loss payee.

Equipment Floater
Subcontractor shall maintain at its sole cost and expense insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all the equipment, tools and materials Subcontractor may use in performance of the Work. Subcontractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations of this Section. Coverage shall include equipment leased/borrowed/rented by Subcontractor.

Unmanned Aerial Systems Liability Insurance ("Drone" Insurance)
If, as part of the performance of the Work, Subcontractor operates any "Unmanned Aerial System" or "Drone" or hires any such operations through a vendor or sub-subcontractor, Subcontractor shall provide and maintain liability insurance for operations of UAS. This liability insurance shall be provided by either a separate aviation policy or an endorsement to the general liability policy required herein, provided that the limit of liability shall be no less than $1,000,000 per occurrence. Regardless of the form of insurance provided, Contractor, Owner, and any other party as required by Contractor shall be included as additional insureds and a waiver of subrogation apply in favor of all additional insured parties. Subcontractor shall require compliance with these same terms and conditions of any subcontractor or vendor with employees in the use or operation of a UAS.

Subcontractor further acknowledges and agrees that it is solely responsible for the airworthiness of any such aircraft. Subcontractor also warrants, that at a minimum, all aircraft will be registered, maintained and operated in accordance with: (a) All applicable manuals inclusive but not limited to the manufacturers and operators maintenance and operations manuals; (b) Federal Aviation Regulations, Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA; (c) The manufacturer's airworthiness limitations; (d) Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates and Service Bulletins. For the purposes of this Section H, "UAS" includes all elements required for flight including but not limited to ground control stations, data links, dashboards, applications, survey equipment and the unmanned aerial vehicle ("UAV" or "Drone") of the small unmanned aerial system. UAS, UAV, and Drone are used interchangeably in this agreement.

Riggers Liability Required:
If the scope involves the rigging, hoisting, moving, raising or lowering of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to property or equipment.

Additional Insureds:
The following insurance policies shall name 1) Contractor 2) Owner 3) Any other person or organization as required by the Main Contract or this Agreement as "Additional Insured":

- Commercial General Liability
- Commercial Auto Liability
- Commercial Umbrella Liability
- Pollution Liability

Coverage shall be primary and non-contributory to any insurance maintained by Additional Insured and any other parties as required by Main Contract, all of which shall be stated on the Certificate of Insurance provided by the Subcontractor.

The General Liability Additional Insured endorsement(s) shall provide:

1) That any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be included as an Additional Insured on blanket additional insured endorsements.
2) The additional insured endorsement shall not limit the exception to the exclusion for "damage to your work"- coverage shall include coverage for damage to the work itself for completed operations performed by Sub-Subcontractor.

The General Liability Additional Insured Endorsement must provide status in favor of required parties including both ONGOING Operations AND COMPLETED Operations, to the fullest extent allowed by law and to the extent of the risk and liabilities assumed in this Agreement providing equivalent coverage contained in the ISO forms CG2010 11/85 or CG 2010 10/01 and CG 2037 10/01. Vicarious forms of additional insured endorsements will not be accepted. Evidence, by endorsement or policy language, of additional insured and primary and non-contributory coverage must be provided with the certificate of insurance for General Liability.

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Waiver of Subrogation
All insurance coverages maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

Notice of Cancellation
Subcontractor must certify that the Contractor will receive 30 days advance notice of any cancellation (except 10 days for non-payment)

Continuation of Coverage
Required insurance, including Additional Insured status for Completed Operations under the General Liability Policy, shall be maintained for the statute of repose following completion of the project and acceptance by the Owner.

Deductible
Subcontractor shall be responsible, at no additional cost to Contractor for the payment of any associated deductibles or self-insured retention in connection with the coverages required by this Attachment. Any self-insured retentions or deductible in excess of $25,000 must be declared at the time Subcontractor submits its bid and must be specifically approved by Contractor prior to execution of the Subcontract.

Claims-Made Policies
Except for Professional Liability Insurance all liability policies must be an occurrence form, claims-made policies are not acceptable.

No Limitation of Liability
The required coverages and limits specified herein shall in no way affect, nor are they intended as a limitation on the liabilities and obligations assumed by Subcontractor under this Agreement. If Subcontractor maintains insurance coverage that exceeds the minimums required by above, the broadest coverage and highest limits actually afforded under the applicable policy(ies) shall be considered the coverage and limits that are required and available to the Additional Insureds.

Special Provisions
All policies shall be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A- or better in the most recent Best's Key Rating Guide.

Notwithstanding anything contained herein to the contrary, Contractor and Owner do not waive, and expressly reserve, any rights of subrogation, including the subrogation rights of their respective insurers, with respect to any claims, losses, damages, or expenses arising out of, resulting from, or attributable to the acts or omissions of any Subcontractor, anyone directly or indirectly employed by a Subcontractor, or for whose acts a Subcontractor may be liable.

Approval, disapproval or failure to act by Contractor regarding any insurance supplied by the Subcontractor shall not relieve the Subcontractor of full responsibility or liability for damages and accidents, nor shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Subcontractor from liability.

Contractor shall make no special payments for any insurance that the Subcontractor may be required to carry; all are included in the contract price and in the contract unit prices.

The Subcontractor shall require all Sub-subcontractors to procure and maintain all insurance as set forth in this contract.

Certificate of Insurance Certificates of Insurance, as evidence of the insurance required by this agreement, shall be furnished by SUBCONTRACTOR before any work hereunder is commenced by SUBCONTRACTOR. NO money will be issued on this Subcontract without this certificate in CONTRACTOR'S file. SUBCONTRACTOR is required to provide CONTRACTOR with written notice within 24 hours of any cancellation or reduction of the required coverages.

The insurance coverage required by this paragraph shall be considered minimum acceptable limits and shall not be construed to limit the liability of the SUBCONTRACTOR to the CONTRACTOR and/or Owner.

In the event SUBCONTRACTOR fails to maintain any and all insurance required by this SUBCONTRACT during the entire life of this SUBCONTRACT, CONTRACTOR may at its option, and without waiver of other available remedies, purchase such insurance in the name of SUBCONTRACTOR and deduct the cost of same from payments due SUBCONTRACTOR.

29. **SUBCONTRACTORS WITH DESIGN/BUILD RESPONSIBILITIES** If SUBCONTRACTOR'S work calls for or requires any design or engineering to be provided by or performed by SUBCONTRACTOR, SUBCONTRACTOR acknowledges it has full responsibility for the adequacy, accuracy, and conformance of such design or engineering work, and that the CONTRACTOR is entitled to rely thereon. SUBCONTRACTOR warrants that all such design and engineering provided or performed by it shall fully comply with all contract requirements, all codes, laws, and regulations, and shall be

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performed consistent with the highest professional standards and evidenced by SUBCONTRACTOR providing engineered stamped drawings. SUBCONTRACTOR shall reimburse, defend, indemnify, and hold CONTRACTOR harmless, pursuant to provisions contained in this Subcontract, from all costs, losses, damages, and expenses, caused by or resulting from any non-conformity, inadequacy, inaccuracy, or failure of SUBCONTRACTOR'S design or engineering.

SUBCONTRACTORS who are required by the specifications or otherwise to furnish engineering drawings and calculations by a qualified licensed professional, shall require the licensed design professional to provide Design Errors and Omissions/Professional Liability insurance certification. The insurance must be in limits not less than one million dollars ($1,000,000) and be provided by carriers satisfactory to CONTRACTOR. Coverage must extend three (3) years beyond the completion of the project, and the commencement of coverage must be a date that is prior to commencing drawings and/or design work. SUBCONTRACTOR shall provide CONTRACTOR with a copy of SUBCONTRACTOR'S renewal certificate confirming the Design Errors and Omissions/Professional Liability insurance has been extended for each of the three (3) years beyond completion of the Project.

30. **SUB-TIER CONTRACTORS** Any sub-tier contractor shall be bound to the SUBCONTRACTOR the same as the SUBCONTRACTOR is bound to the CONTRACTOR and the same as the CONTRACTOR is bound to the OWNER. This form may be used for sub-tier contracts and when so used, the term CONTRACTOR shall mean SUBCONTRACTOR and the term SUBCONTRACTOR shall mean SUB-TIER CONTRACTOR.

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