



INSURANCE REQUIREMENTS

1.1 Defined Terms. This Exhibit is for dual use with Subcontractors / Subcontracts and Vendors / Purchase Orders. References in this Exhibit to the foregoing shall only apply as applicable under the Subcontract / Purchase Order to which this Exhibit is attached.

1.2 Coverage Limits. Subcontractor / Vendor shall purchase and maintain insurance with the following minimum coverage types and limits:

Type:	Amount:	Description:
Commercial General Liability:	\$1,000,000	Per Occurrence
	\$50,000	Fire Damage Limit (Any One Fire)
	\$5,000	Medical Expense Limit (Any One Person)
	\$2,000,000	Products / Completed Operations Aggregate
	\$2,000,000	Aggregate (Per Project / Location)
Commercial Automobile Liability:	\$1,000,000	Combined Single Limit Each Accident
Worker's Compensation:	Statutory	Statutory
Employer's Liability:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Each Employee
	\$1,000,000	Disease - Aggregate
Umbrella / Excess Liability (if applicable):	\$1,000,000	Per Occurrence / Aggregate
Environmental (Pollution) Liability (if applicable):	\$2,000,000	Per Occurrence / Aggregate
Professional Liability (if applicable):	\$2,000,000	Per Occurrence / Aggregate

1.3 General Requirements. Unless otherwise specifically stated, all insurance policies shall meet the following requirements:

.1 Insurance through insurers acceptable to Contractor authorized in the state where the Project is located. Minimum A.M. Best rating of A-VI or better.

.2 Coverage maintained until later of: (1) final completion of all operations of Subcontractor / Vendors, or (2) longer periods as required by this Exhibit. Thirty (30) day advance written notice of cancellation (except 10 days allowed for nonpayment of premium).

.3 Commercial General Liability, Automobile, and Umbrella / Excess policies shall name Hill & Wilkinson General Contractors, Hill & Wilkinson Construction Group, Ltd., Hill & Wilkinson, Ltd., Hill & Wilkinson Management, LLC, Owner, Architect and any other parties required in the table on the front page of the Subcontract or otherwise required by the Prime Contract as Additional Insureds for both ongoing and completed operations. Contractor and Owner (if required) shall be named Certificate Holder(s). Additional insured endorsements shall comply with all applicable state insurance laws and other applicable law and shall provide the maximum coverage permitted to cover the indemnity obligations assumed by Subcontractor / Vendor in the Subcontract / Purchase Order (CG 2010 1001 & CG 2037 1001 or equivalent required). If any Additional Insured endorsement is furnished providing coverage in excess of the limits of applicable law, the parties agree that coverage shall only apply to the maximum extent permitted by applicable law.

.4 All policies (except Worker's Compensation) shall be primary / noncontributory over other insurance maintained by the Additional Insureds by endorsement or otherwise.

.5 All policies shall include waivers of subrogation in favor of the Additional Insureds. Subcontractor / Vendor for itself and its insurers waives all subrogation and other rights of recovery against the Additional Insureds for any loss or damage that is covered by insurance (or would have been covered but for the failure of Subcontractor / Vendor to maintain required insurance).

.6 No deductible or self-insured retention shall exceed \$50,000 in the aggregate unless approved by Contractor in writing. Subcontractor / Vendor is solely responsible for the payment of all deductibles and SIRs.

.7 All sub-subcontractors / sub-vendors of any tier shall maintain insurance identical to Subcontractor / Vendor.

.8 Subcontractor / Vendor shall furnish valid Certificates of Insurance and applicable endorsements for itself and its sub-subcontractors / sub-vendors of every tier prior to and as a condition of commencing the Work or any payments. Certified copies of all policies shall be furnished within 72 hours of request. Renewal certificates evidencing coverage after completion shall be furnished on request.

.9 Specified coverages are minimum requirements only. Subcontractor / Vendor is solely responsible for determining the appropriate level of coverage to protect its interests. Should Subcontractor / Vendor carry limits in excess of the minimum limits required, the full amount of the limits actually carried will be available for coverage of Subcontractor's / Vendor's liability. Coverage limits do not limit the liability of Subcontractor / Vendor under the Subcontract / Purchase Order.

1.4 Commercial General Liability. The following specific requirements apply to this type of insurance (in addition to the general requirements in Section 1.3 above):

.1 Coverage shall be on an "occurrence" basis. "Claims made" policies are not allowed.

.2 Contractual Liability coverage for indemnity obligations assumed in the Subcontract / Purchase Order. No exclusionary language restricting the contractual liability obligation the insurance carrier furnishes to the Additional Insureds for liability assumed in an "Insured Contract" as defined in the standard ISO GL form, including for any injury to employees of Subcontractor / Vendor.

.3 Products / Completed Operations Liability (including for Additional Insureds) with coverage extending through the applicable statute of repose.

.4 No XCU coverage exclusion.

.5 Per Project Aggregate (ISO Form CG 2503 or equivalent).

.6 No exclusion for (1) "Damage to Work Performed by Subcontractors on Your Behalf" (CG 22 94 10 01 or 22 95 10 01 or equivalents), or (2) any type of Classification or Business Description Limitation endorsement.

.7 No applicable coverage exclusion if the Project involves any of the following (regardless of whether in the scope of Subcontractor / Vendor): (1) residential / habitational of any kind, (2) EIFS if EIFS is used anywhere on the Project by any party.

.8 Endorsement for coverage for injury to leased workers if used by Subcontractor / Vendor.

1.5 Commercial Automobile Liability. The following specific requirements apply to this type of insurance (in addition to the general requirements in Section 1.3 above):

.1 Contractual Liability coverage for all indemnity obligations assumed in the Subcontract / Purchase Order, including injury to employees of Subcontractor / Vendor.

.2 Covered automobiles shall include "any auto" including all owned, hired and non-owned autos.

.3 If the scope of Subcontractor / Vendor involves transporting hazardous materials, pollution liability coverage on ISO Form CA 99 48 (or equivalent), with Motor Carrier Act endorsement MCS-90.

1.6 Worker's Compensation / Employer's Liability. The following specific requirements apply to this type of insurance (in addition to the general requirements in Section 1.3 above):

.1 Coverage per applicable law of the state of the Project. Worker's compensation coverage is required even if Subcontractor / Vendor is allowed to opt out or act as a non-subscriber under applicable law.

.2 Coverage shall include workers, including proprietor / partner / executive, and occupational disease.

.3 Coverage shall include bodily injury to leased employees while in the course of temporary employment by Subcontractor / Vendor.

1.7 Professional Liability. The following specific requirements apply to this type of insurance (in addition to the general requirements in Section 1.3 above):

.1 Coverage is required if required on the front page of the Subcontract / Purchase Order, if Subcontractor / Vendor is providing any design-related services for which an architect or engineering license is required by applicable law, if Subcontractor / Vendor is providing professional services, or if Contractor deems coverage is necessary. Contractor reserves the right to require Professional Liability coverage from any Subcontractor / Vendor for which it deems necessary.

.2 The retroactive date for coverage shall pre-date the commencement of any professional services. Continuous coverage shall be maintained or an extended discovery / reporting period will be exercised at no additional cost for a period of not less than two (2) years after substantial completion of the entire Project by Contractor.

.3 Subcontracting design services is not permitted without prior written approval of Contractor. Subcontracting does not relieve the obligation to furnish professional liability insurance as required. If subcontracting is allowed, the applicable sub-subcontractor / sub-vendor shall also furnish professional liability insurance per this Exhibit.

.4 Professional Liability coverage may be provided on a "claims made" basis.

1.8 Environmental (Pollution) Liability. The following requirements apply:

.1 Coverage is required if required on the front page of the Subcontract / Purchase Order; if Subcontractor / Vendor is providing handling, abatement, remediation, transportation, or disposal services related to environmental or hazardous material; if Subcontractor / Vendor is providing services involving environmental or hazardous material; or if Contractor deems coverage is necessary. Contractor reserves the right to require Environmental (Pollution) Liability coverage from any Subcontractor / Vendor for which it deems necessary.

.2 The retroactive date for coverage shall pre-date the commencement of the Work. Continuous coverage shall be maintained or an extended discovery / reporting period will be exercised at no additional cost for a period of not less than two (2) years after substantial completion of the entire Project by Contractor.

.3 Coverage shall include loss caused by pollution incidents (including mold) and for bodily injury, property damage (including loss of use of damaged property or property that has not been physically injured), cleanup costs and defense (including costs incurred in the investigation, defense or settlement of claims).

.4 No exclusion or limitation of coverage is allowed for claims arising from: (1) asbestos or lead, (2) mold, fungus or bacteria, (3) contractual assumption of liability, (4) impaired property that has not been physically injured, (5) property damage to the work or property of Subcontractor / Vendor, (6) work performed by sub-subcontractors, vendors, suppliers or independent contractors, or (7) punitive, exemplary or multiplied damages, unless prohibited by applicable law.

.5 Environmental (Pollution) Liability coverage may be provided on a "claims made" basis.

1.9 Umbrella / Excess Liability. The following requirements apply:

.1 Occurrence-based coverage in excess of all underlying primary insurance with continuous coverage, except for the coverages provided under Sections 1.7 and 1.8.

.2 Coverage at least as broad as each of the primary policies without gaps, following form of the primary coverage, and containing "pay on behalf of" wording.

.3 No exclusions for punitive damage coverage (unless prohibited by applicable law) and additional insured coverage to follow form of the primary coverage, with a drop down feature.

.4 Products / Completed Operations Liability (including for Additional Insureds) coverage shall be maintained through the applicable statute of repose.

.5 Coverage limits may be satisfied by any combination of the primary policy and umbrella / excess limits, provided that the total amount of coverage is not less than the specified limits.

1.10 Property Insurance. Owner or Contractor may furnish property insurance on materials incorporated or to be incorporated into the completed construction of the Project (i.e. Builder's Risk Insurance or equivalent), subject to the terms and limits of the applicable policy. Subcontractor / Vendor is responsible for any deductible and other any loss or damage not covered by this property insurance to the extent the underlying loss is caused or contributed to by the negligence or fault of Subcontractor / Vendor. Subcontractor / Vendor for itself and its insurers waives all subrogation and other rights of recovery against the Additional Insureds for any loss or damage to any property, regardless of cause, to the extent covered by property insurance (if any) maintained for the Project. Coverage will not include tools, equipment or other property of Subcontractor / Vendor. Subcontractor / Vendor is solely responsible for insuring and for any loss or damage to any property of Subcontractor / Vendor. Subcontractor / Vendor for itself and its insurers waives all subrogation and other rights of recovery against the Additional Insureds for any loss or damage to any property of Subcontractor / Vendor, regardless of cause.

1.11 OCIP / CCIP. Owner or Contractor may elect to furnish all or a portion of the insurance required by this Exhibit through a Controlled Insurance Program (CIP). This election will only be made in writing. If any insurance is furnished through a CIP, Subcontractor / Vendor shall: (1) cooperate with the CIP administrator and comply with all terms of the CIP, (2) provide and segregate its insurance cost for the Project as required by Contractor, (3) agree to a reduction of the Subcontract Price / Purchase Order Price for the cost of this insurance as determined by Contractor per the CIP Manual, and (4) furnish and pay for all coverages required by this Exhibit that are not provided through the CIP (including any offsite coverage). Failure of Subcontractor / Vendor to qualify for the CIP may result in exclusion from the Project and/or constitute a default at Contractor's option.

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