

SUB INSURANCE REQUIREMENTS

Without limiting its liability hereunder, Subcontractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located the following insurance, and furnish Contractor with Certificates of Insurance and additional insured endorsements as evidence thereof within three days of Subcontractor's execution of this Subcontract and prior to the Subcontractor's commencing any work or services with regard to the Project. The Certificates of Insurance and endorsements shall provide that cancellation, modification or expiration of said insurance shall not take effect without thirty (30) days' prior written notice to Contractor. The Subcontractor shall maintain in effect all insurance coverage required under this Article at the Subcontractor's sole expense and with insurance companies that have an A.M. Best rating of A- VII or better. Subcontractor also shall cause all Sub-subcontractors to procure and certify the purchase of the following insurance prior to commencing Subcontract Work. The Certificates of Insurance shall plainly designate the name of the project for which the Certificate is required.

1. Workmen's Compensation Insurance providing coverage in compliance with the laws of the state in which any part of the Subcontract Work of the Project is to be performed, and Employer's Liability (Coverage B) in the minimum amount of \$1,000,000 each accident, \$1,000,000 Disease - Policy Limit, and \$1,000,000 Disease for Each Employee.
2. Commercial General Liability Insurance written on an occurrence basis with the following minimum limits of liability:

General Aggregate Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Fire Damage	\$ 500,000.00
Medical Expense	\$ 5,000.00
3. Automobile Liability
Bodily Injury Combined single Limit of including death and property damage: \$1,000,000 each occurrence
4. Excess Umbrella Liability \$3,000,000 each occurrence
5. Contractors Pollution Legal Liability Insurance

Per Claim	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00
5. Professional Liability Insurance

Per Claim	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. Any Excess or Umbrella Liability Policy shall follow the form of the applicable underlying policy. The Commercial General Liability and Excess Liability Insurance shall include contractual liability coverage.

If the Subcontract Work includes design services, Subcontractor shall procure professional liability insurance for claims arising out of the negligent performance of professional services under the terms of this Subcontract. Professional liability insurance shall be maintained for a period of three (3) years after completion of the work. Any retroactive date on such professional liability policy shall be prior to the commencement of any work under this Subcontract.

The following shall be named as additional insureds for coverage against claims under each policy of insurance carried by Subcontractor, using CG2010 (10/01) and CG2037 (10/01) or their equivalent, which shall provide for severability of interest or cross liability and which shall provide that they are primary and non-contributory with respect to any applicable insurance maintained by the Owner and Contractor.

Venn Construction (certificate holder)
TBD upon job award

Subcontractor shall maintain completed operations coverage after final completion for a period of not less than three (3) years. Subcontractor shall provide and furnish Contractor with Certificates of Insurance providing completed operations coverage as specified in this Subcontract and additional insured endorsements within three days of Subcontractor's execution of this Subcontract. The completed operations coverage shall not be cancelled, modified or allowed to expire until the expiration period for correction of Contractor Work or for such other period for maintenance of completed operations coverage as specified in this Subcontract or the General Contract, whichever contract extends completed operations coverage for the longest period of time.

Waiver of Subrogation: Insurance policies for Commercial General Liability and Workers' Compensation shall provide waivers of subrogation in favor of Contractor and Owner with respect to any loss arising out of or in connection with the Subcontract Work. The waiver of subrogation in the Workers' Compensation insurance policy shall include a waiver of the Subcontractor's right to recover workers' compensation benefits paid and payable. The waivers of subrogation shall be effective as to the contractor and Owner, even though the Owner and Contractor would otherwise have a duty of indemnification, contractual, statutory or otherwise, and even though Owner or Contractor did not pay the insurance premium directly or indirectly.