Prior to starting work, the Subcontractor shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Subcontractor shall furnish satisfactory evidence to the Contractor on an ACORD certificate that the Subcontractor has complied with the requirements in the form of an insurance certificate and Contractor reserves the right, upon written request, to receive and review all Subcontractor insurance policies and endorsements in effect during the duration of this Subcontract and for three years after final payment under this Subcontract is made. The required insurance certificate must include the Subcontract Number and must be emailed to coi@azco-inc.com with an electronic copy to the AZCO representative identified in the transmittal letter accompanying this Subcontract.

All policies shall be written on an occurrence basis, shall (except Workers Compensation, Professional Liability, Motor Truck Cargo, and Riggers Liability) include AZCO INC, the Customer, Architect, Construction Manager, General Contractor, Owner, and the architects, directors, officers, representatives, agents, and employees of such parties as additional insureds and Subcontractors' policies shall be primary over any insurance or self-insurance program of any such party. Subcontractor shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below. The insurance required shall be written for not less than any limits of liability stated in this Subcontract, in the Contract Documents or as required by law, whichever is greater. Subcontractor's liability is not limited to the minimum amounts of insurance coverage required. The Subcontractor is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the Subcontractor shall take such steps as are necessary to insure it against such hazards.

If Subcontractor has any self-insured retention or deductible under any of the following minimum required coverages, Subcontractor must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductible and provide satisfactory evidence of financial responsibility for such obligations. All deductibles and self-insured retentions will be Subcontractor's sole responsibility.

**Commercial General Liability**: Subcontractor will maintain commercial general liability insurance covering all operations by or on behalf of Subcontractor on an occurrence basis against claims for personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

A. Minimum limits:
   - $1,000,000 each occurrence
   - $1,000,000 personal & adv injury
   - $2,000,000 general aggregate
   - $2,000,000 products and completed operations aggregate

B. Coverages:
   1) The policy shall be written on ISO form CG 00 01 or equivalent.
   2) Contractual Liability Coverage shall be as provided in CG 00 01. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.
   3) The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
   4) The policy shall provide for severability of interests.
5) The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.

6) The general aggregate shall apply on a “per project” basis.

7) The policy shall provide coverage for incidental medical malpractice.

8) The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.

9) The policy shall contain additional insured endorsement CG 2010 10 01 and GC 2037 10 01 or equivalent as approved by Contractor.

10) The policy shall be written to provide coverage on a primary and non-contributory basis.

11) The policy shall include endorsement CG 24 17 (Contractual Liability for Railroads).

**Automobile Liability:** Subcontractor will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

- **A. Minimum Limits:** $1,000,000 combined single limit each accident

- **B. Coverages:**
  1) Specific waiver of subrogation
  2) Contractual liability

**Workers’ Compensation:** Subcontractor will maintain workers’ compensation and employer’s liability insurance.

- **A. Minimum Limits:**
  1. Workers’ compensation – statutory limit
  2. Employer’s Liability
     a. $1,000,000 bodily injury, each accident
     b. $1,000,000 bodily injury by disease, each employee
     c. $1,000,000 bodily injury disease aggregate

- **B. Coverages:**
  1) The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the Subcontractor’s General Liability policy.

**Umbrella/Excess Liability:** Subcontractor will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying polices. The amounts of insurance required above may be satisfied by Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified above when added to the limit specified in this paragraph.

- **A. Minimum limits:** $2,000,000 combined single limit and aggregate limit

- **B. Coverages:**
  1) Coverage must be provided for those parties required to be named additional insured on the General Liability and Commercial Auto policies on a follow-form basis.
  2) Pay on behalf of wording
  3) Concurrency of effective dates with primary
  4) Blanket contractual liability
  5) Punitive damages coverage (where not prohibited by law)
  6) Drop down feature
Pollution Liability: If Subcontractor’s scope of Work involves or is related to, insulation, paint, hazardous waste or any solid, liquid, gaseous or thermal irritant or contaminant or if the performance of Subcontractor’s Work could result in a Pollution Incident, Subcontractor will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Subcontract or the commencement of Subcontractor’s services in relation to the Project as follows:

Minimum Limits: $2,000,000 each occurrence/$2,000,000 aggregate

Coverages:
1) Contractual Liability
2) Bodily Injury
3) Property Damage
4) Primary and noncontributory coverage

Professional Liability: When the Subcontractor’s work includes the provision of professional services, Subcontractor will purchase professional liability insurance coverage with all coverage retroactive to the earlier of the date of this Subcontract and the commencement of the Subcontractor’s services in relation to the Project as follows:

A. Minimum Limits: $2,000,000 each occurrence/$2,000,000 aggregate

B. Coverages:
1) Contractual Liability
2) Bodily Injury
3) Property Damage
4) Primary and noncontributory coverage

Railroad Protective Liability: Subcontractor will purchase a railroad protective liability policy when the work is on or within 50 feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, and switches. The limits and terms of coverage shall be those dictated by the affected railroad.

Motor Truck Cargo Liability: If Subcontractor’s scope of work includes the transportation of product, equipment, goods, of any other property, Subcontractor will purchase motor truck cargo liability coverage with a limit of at least $250,000. If Subcontractor is a transportation broker, Subcontractor will require shipper to carry motor truck cargo liability coverage with a limit of at least $250,000. The Subcontractor is also required to carry contingent motor truck cargo coverage with a limit of at least $250,000.

Riggers Liability: If Subcontractor’s scope of work includes any rigging or lifting activities, Subcontractor will purchase riggers liability coverage with a limit of at least $2,000,000.

Aircraft Liability: If Subcontractor’s scope of work includes the use of an aircraft, Subcontractor will purchase aircraft liability coverage. Limits of $3,000,000 per occurrence and aggregate per seat are required, subject to a minimum limit of $20,000,000 per occurrence and aggregate with no sublimit for passenger bodily injury. Subcontractor’s insurance shall be considered primary, non-contributory, and not excess coverage. Liability coverage must include war, hi-jacking, and other perils insurance.

Waivers of Subrogation: The Subcontractor waives all rights against the Customer, the Contractor and any of its subcontractors, sub-subcontractors, agents, employees, and the General Contractor, the Construction Manager, the Owner, the Architect, Owner’s Engineer, Bank’s Engineer, Construction Agent, Financing Parties and all tiers of contractors or consultants
engaged by them; for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Subcontractor may have to proceeds of any insurance held by the Owner as fiduciary, if any. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. 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 property damaged.

**Duration of Coverage:** All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional three (3) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Subcontractor may be correcting, removing, or replacing defective Work.

**Notice of Cancellation:** Required insurance policies shall contain an endorsement requiring the insurance carrier to provide thirty (30) days advance written notice to the Contractor prior to any change in or cancellation of any policy required herein and shall contain an endorsement requiring the insurance carrier to provide ten (10) days advance written notice to the Contractor for non-payment of premium. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to Contractor at least thirty (30) days prior to expiration date of the policy. Subcontractor shall provide thirty (30) days written notice to the Contractor of any material changes in coverage that would make Subcontractor non-compliant with these insurance requirements.