



- (16) General Liability insurance may be arranged under a single policy for the full limits required, or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.
- (17) Professional Liability and/or Errors and Omissions insurance shall be provided by Subcontractor if Subcontractor's Work requires any professional services, including but not limited to any design, engineering, surveying, testing or other professional services. Insurance shall cover claims arising out of the professional services under this Agreement caused by errors, omissions or negligent acts for which Subcontractor is liable.
- (18) Cyber Liability insurance is required if any products and/or services related to Subcontractor's performance of the Work include accessing and/or modifying Contractor or Customer networks, providing and/or modifying computer hardware and/or software, or if Subcontractor is storing any Confidential Information on its networks. Insurance shall provide coverage for any claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of Confidential Information, alteration of electronic information, extortion, and network security.
- (19) Pollution Liability shall be provided if a) Subcontractor's performance of the Work involves handling hazardous materials or substances, asbestos abatement, lead or lead abatement, handling of pollutants, or b) Subcontractor's performance of the Work could lead to growth of mold and fungi. Insurance shall provide coverage for bodily injury, property damage, cleanup costs, remediation expenses, legal costs, defense costs, and disposal costs.
- (20) Subcontractor is responsible for insuring its own tools and equipment. Subcontractor is further responsible for insuring materials supplied or installed by Subcontractor. Such coverage can be provided by an Installation Floater. Subcontractor shall be responsible for the deductible on such policies.
- (21) To the extent damages are covered by property insurance during construction, Contractor and Subcontractor waive all rights against each other and against Customer, except for such rights as they may have to the proceeds of such insurance as governed by the Contract Documents.
- (22) All insurance coverage shall be provided by insurance carrier(s) that are licensed and admitted in the state where the work is performed and that carry an A.M. Best rating of A-VII or better.
- (23) Contractor and Customer shall be named as additional insureds on all policies except for Workers Compensation. Additional insured endorsement will be CG 20 10 11-85 or equivalent.
- (24) Insurance policies shall provide an endorsement to add Contractor and Customer as an additional insured on a primary and non-contributory basis. Additional insured endorsement shall include both ongoing operations and completed operations.
- (25) All insurance policies, except for Workers Compensation, shall provide for a waiver of subrogation against Contractor and Customer.
- (26) Insurance policies will have a maximum deductible of \$25,000, unless agreed to in writing by Contractor.
- (27) Subcontractor shall furnish to Contractor certificates of insurance evidencing the required coverage of this Agreement within ten (10) days of signing this Agreement or before performing any work for the project (whichever comes first). Certificates shall contain provisions that at least thirty (30) days prior written notice will be given to Contractor in the event of cancellation, reduction in material change in, or non-renewal of the insurance.