

## EXHIBIT D – INSURANCE REQUIREMENTS

From the date of commencement of the Work until its completion, SUBCONTRACTOR shall provide and maintain, at a minimum, at SUBCONTRACTOR's expense, the insurance required specified below, *as well as any additional types or an increase in the amounts of insurance required in the Prime Contract and Kinley Contract, if applicable*. SUBCONTRACTOR shall notify CONTRACTOR of any failures to comply with said insurance requirements prior to accepting the contemplated work. In the event SUBCONTRACTOR fails to comply with the insurance requirements, CONTRACTOR shall have the right, but not the obligation, to procure said insurance for SUBCONTRACTOR. SUBCONTRACTOR shall pay CONTRACTOR any and all costs and expenses incurred by CONTRACTOR in procuring said insurance, and CONTRACTOR may deduct this amount from any payments due to SUBCONTRACTOR hereunder. SUBCONTRACTOR's failure to procure the required types and limits of insurance as set forth herein shall not relieve SUBCONTRACTOR of its indemnification obligations hereunder.

### Insurance Requirements:

1. Commercial General Liability (CGL)
  - a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expenses (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 2013 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - c) Prime Contractor, Owner and all other parties required by the Prime Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 10 10 01 AND CG 20 37 10 01 or CG 20 33 10 01 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
  - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 10 years after final acceptance of the Work.
2. Automobile Liability
  - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) Prime Contractor, Owner and all other parties required by the Prime Contractor, shall be included as insureds on the auto policy.
3. Commercial Umbrella
  - a) Umbrella limits must be at least \$1,000,000.
  - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
  - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
4. Workers Compensation and Employers Liability
  - a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
  - b) Where applicable, U.S.Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
  - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
  - d) Subcontractor to provide and maintain alternate employer endorsements.

5. Installation Floater

- a) Subcontractor shall purchase and maintain property insurance upon the work at the site on a replacement cost basis with a limit not less than 100% of the replacement value thereof (subject to such deductible amounts as may be provided in this EXHIBIT

This limit should include "soft cost", or expenses relating to the construction project(s) over and above those costs, which would have been incurred if there had been no loss. These soft costs should include, but not be limited to, interest, additional taxes, advertising/promotional expenses, additional commissions, loss of rents, architects, engineering fees, and/or contractor's extended field overhead. This insurance shall:

1. Include the interest of OWNER, PRIME CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, and any other persons or entities identified in this contract, each of whom shall have an insurable interest and shall be listed as an additional insured; and
2. Be written on an "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and regulations, water damage, floods, explosion, wind, sabotage, public enemy, acts of war, public disorder, insurrection, rebellion, sabotage, riot, acts of God, or any cause a party is unable, with reasonable diligence, to prevent, and such other causes of loss as may be specifically required by this contract; and
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); and
4. Cover materials and equipment in transit to the Project site, and materials that the CONTRACTOR has taken possession of whether stored at the Project site; and
5. Allow for Partial Utilization of the Work by OWNER; and
6. Include testing and startup; and
7. Be maintained in effect until completion of warranty period is made unless otherwise agreed to in writing by OWNER, PRIME CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

6. Waiver of Subrogation

- a) Subcontractor waives all rights against Prime Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, builder's risk policy, or workers compensation and employer's liability insurance maintained per requirements stated above.

7. Notification of Cancellation, Non-Renewal or Material Change in Coverage Subcontractor's General Liability, Automobile Liability, Umbrella Liability, Builder's Risk and Workers' Compensation policies shall be endorsed to state that Contractor will be notified in writing at least 30 days in advance in the event of cancellation, non-renewal, or material change in coverage of said policies and the Subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.

8. Certificate of Insurance

- a) Subcontractor shall provide Prime Contractor with valid certificates of insurance with all endorsements prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsements for each of the Subcontractor's policies referred to above. Subcontractor shall provide full copy of any of the above policies at Prime Contractor's Request.