

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**Part A. Seller's Insurance.**

Seller shall maintain insurance as set forth in this Exhibit C at all times throughout the performance of its obligations under this P.O. or for longer periods as specifically stipulated. The policies will be issued by insurance companies satisfactory to Buyer. Buyer shall have the right, without limitation, to reject any insurance company selected by Seller that has an A.M. Best rating of less than A"VIII" or Standard and Poor's rating of less than AA or a Moody's rating of less than Aa. In the event Seller employs any sub-contractors, it shall ensure that such sub-contractors comply with all of the insurance requirements in this Exhibit C.

- 1 Comprehensive Business/Automobile Liability Insurance. This insurance shall be on a current ISO form or equivalent and apply on an "any auto" basis, including all vehicles used in connection with the Work, and provide annual limits of at least **\$1,000,000** per occurrence - bodily injury and property damage combined including uninsured and underinsured motorist coverage and medical payment protection. Coverage shall include, without limitation, loading and unloading.
- 2 Workers' Compensation (including but not limited to coverage or endorsements for Occupational Disease Benefits, Voluntary Compensation and Disability benefits, Jones Act and U.S. Longshoremen's and Harbor Worker's Act, if applicable) – Statutory Limits for the state(s) in which the Work will take place. Self-insurance is not acceptable.
- 3 Employer's Liability This insurance shall have limits of at least **\$1,000,000** (per bodily injury/disease and annual aggregate).
- 4 Commercial General Liability Insurance. This insurance shall be provided by a current ISO occurrence form policy, including, without limitation, coverage for damages because of bodily injury, property damage and personal and advertising injury. This insurance shall include, without limitation, coverage for the products-completed operations hazard.
  - 4.1 This insurance shall have annual limits of at least **\$1,000,000** combined single limit for bodily injury and property damage, each occurrence. This insurance shall be maintained from commencement of the Work until not less than **10 years** after **substantial completion of the Project**.
  - 4.2 This insurance shall include separate limits per occurrence, dedicated to the Project.
- 5 Umbrella and Excess Liability. This insurance shall provide excess annual liability limits of at least **\$5,000,000** in the form of an umbrella or excess liability policy. This insurance shall follow form to the Employer's Liability, Commercial General Liability and Automobile Liability policies and "drop down" for defense and indemnity in the event of exhaustion of the underlying insurance. (The limits of liability required in this section may be satisfied with a combination of general liability, umbrella and/or excess policies of insurance where applicable, provided that such policies comply with all of the provisions hereof including, without limitation, with respect to scope of coverage, naming of the Insured Parties as additional insureds and applying as primary and non-contributory to any other insurance available to the additional insureds).
- 6 Professional Liability Insurance. This insurance shall include annual limits of at least **\$5,000,000** per claim and in the aggregate. This insurance must be maintained for at least **5 years** following completion of the Work. This requirement shall apply only if Supplier's work under this P.O. involves any type of design or engineer work.
- 7 Contractor's Pollution Liability Insurance. Any sub-contractor whose work involves removal or treatment of hazardous materials will provide and maintain contractor's pollution liability insurance with annual limits of at least **\$10,000,000**, and shall continue to maintain such insurance for a period of not less than **5 years** following substantial completion of the Project.

**Part B. General Insurance Requirements.**

- 1 To the fullest extent permitted by law, Owner, Buyer, and such other parties as Buyer may designate, shall be listed as additional insureds on each sub-contractors' Commercial General Liability, Business Auto Liability and Umbrella/Excess policies. Each policy (including umbrella/excess) shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (including primary, excess, self-insurance, or on any other basis) available to the additional insureds. The policies Seller (and its sub-contractors) provides in compliance with this Exhibit C shall not eliminate or restrict coverage for claims or suits between named insureds and additional insureds. To the fullest extent permitted by law, the coverage provided to the additional insureds must be at least as broad as that provided to the Seller who is the first named insured on each policy. In the event that any policy provided in compliance with this Exhibit C states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the Parties agree that nothing in this P.O. is intended to restrict or limit the breadth of such coverage. With respect to the Commercial General Liability policy, additional insured status must be provided using a current I.S.O. endorsement(s) or its equivalent(s). The Commercial General Liability insurance must also include I.S.O. CG 20 01 04 13 or its equivalent.
- 2 The limits of insurance provided by Seller or its sub-contractors shall be the greater of the limits maintained in the normal course of Seller or its sub-contractors' business or the minimum limits specified in this Exhibit C. The limits of insurance stated above for each type of insurance are minimum limits only; in the event any Seller's (or its sub-contractors') policy provides greater limits, then the additional insureds shall be entitled to, or to share in, the full limits of such policy, and this P.O. shall be deemed to require such full limits.
- 3 Certificates of Insurance ("COIs"), in duplicate, evidencing all required coverages must be submitted to Buyer prior to the commencement of any supply and prior to any personnel coming onto the Project site. Seller shall collect COIs from each of its sub-contractors for all insurance

required by this Exhibit C. Seller shall continue to provide to Buyer (and to collect from its sub-contractors and provide to Buyer) COIs annually, and in the event of any change in insurer, limits or coverage, during the entire time period for which such insurance is required under this Exhibit C.

Seller's (including its sub-contractors') failure to provide a COI shall not relieve it of its responsibility to carry and maintain the insurance required by this Exhibit C. Buyer's failure to demand or inspect a COI and/or Buyer's failure to identify or object to any discrepancy therein is not a waiver of any requirement contained in this Exhibit C or elsewhere in this P.O. At Buyer's request, Seller (and its sub-contractors) shall provide Buyer with a copy of the insurance policies required hereunder, and any and all endorsements or riders thereto, evidencing compliance with all requirements contained in this P.O., all in form and substance satisfactory to Buyer. With respect to Seller's obligations hereunder, Buyer's failure to inspect such policies and/or endorsements, and/or Buyer's failure to identify or object to any discrepancy therein, is not a waiver of any requirement contained in this Exhibit C or elsewhere in this P.O.

- 4 All policies shall contain a provision that coverages afforded under the policies shall not be canceled, materially changed or not renewed unless at least thirty (30) days prior written notice has been given to Buyer, at the address set out above.
- 5 To the fullest extent permitted by law, all insurance Seller (or its sub-contractors) furnishes in compliance with this Exhibit C shall include a waiver of subrogation in favor of Buyer and the other additional insureds, the Indemnified Parties, and any other party requested by Buyer.
- 6 If the insurance provided by Seller (or its sub-contractors) excludes or limits coverage for named insureds because a contractor controlled insurance program has been provided for this Project, such limitation or exclusion may only apply to the extent of valid and collectible insurance available from the contractor controlled insurance program. No such exclusion or limitation may apply to Buyer or any other additional insured.
- 7 The policies Seller (or its sub-contractors) furnishes in compliance with this Exhibit C shall not be subject to any self-insured retention in excess of \$25,000 unless approved in writing by Buyer. Seller (and its sub-contractors) shall be responsible for any deductible or self-insured retention due under any insurance they provide. The coverage afforded to the additional insureds shall not be conditioned on the payment of any deductible or retention.
- 8 To the fullest extent permitted by law, if Seller (or its sub-contractors) fails to furnish the required COIs or maintain the coverage required under this Exhibit C or if any of the insurance is cancelled or changed such that it is no longer compliant with this Exhibit C, Buyer may: (1) immediately terminate this P.O. and Seller will reimburse Buyer for any and all losses resulting from such Seller's failure, or (2) Buyer may procure substitute insurance and Seller shall reimburse Buyer for all associated costs including insurance premiums or such costs will be offset against amounts otherwise payable to Seller under this P.O. To the fullest extent permitted by law, in the event a Seller's failure to comply with any aspect of this Exhibit C results in payment for defense or indemnity by Buyer and/or any Additional Insureds or by Buyer and/or any other additional insured party's insurance, Seller shall indemnify such party for the full amount paid by Buyer and/or any Additional Insured or by such party's insurance, and Seller shall not be entitled to an off-set whatsoever, from other insurance. This remedy is without prejudice to or limitation of any other remedy available to Buyer under the terms of this P.O. or applicable law.

#### **Part C. Limitation.**

The insurance requirements described in this Exhibit C exist for the sole and exclusive benefit and protection of Buyer, Seller and the insured parties. The required insurance described in this Exhibit C are not intended to benefit any other parties including, without limitation, parties not covered by the insurances or claimants (regardless of whether such claimant's claim(s) are covered by the insurances and regardless of against whom such claimant makes claim(s)).

#### **Part D. Seller's Representations and Warranties to Buyer.**

Seller represents and warrants to Buyer that all information they submit to Buyer shall be accurate and complete. Nothing contained in Article 7 of the P.O. or this Exhibit C shall be construed as a limitation of Seller's liability for damage or injury, including death, which arises out of Seller's performance of its obligations under this P.O.