



Insurance

A. Subcontractor's Insurance: Before commencing the Subcontract Work, and as a condition of payment, Subcontractor shall purchase and maintain insurance that will protect it from claims arising out of its operations under this Subcontract Agreement, whether the operations are by Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. Certificates of insurance showing required coverage to be in force shall be filed with Contractor prior to commencement of the Subcontract Work, and no payments shall be made to Subcontractor until such time as Subcontractor provides Contractor with a valid certificate of insurance.

C. Subcontractor shall continue to carry Completed Operations Liability Insurance for at least one year after either ninety days following Substantial Completion of the Work or final payment to Contractor, whichever is earlier. Subcontractor shall furnish Contractor evidence of such insurance at final payment and one year from final payment.

D. Subcontractor shall maintain in effect all insurance coverage's required under this agreement at the Subcontractor's sole expense. Each insurance company's rating as shown in the latest Best's Key Rating shall be no less than A- or as otherwise indicated. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty days' prior written notice has been given to Contractor.

E. If Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, such act shall constitute an act of Default, and Contractor may invoke its termination rights as provided for in this Agreement. Alternatively, Contractor may purchase such coverage as desired for Contractor's benefit and charge the expenses to Subcontractor, or exercise any other rights that Contractor may have under this Agreement as the result of Subcontractor's Default.

F. Minimum Limits Of Liability: Subcontractor shall, at its expense, maintain at least the limits of liability in a company satisfactory to the Contractor as follows and must be the AM Best rating of an acceptable insurer:

1. Workers' Compensation Insurance

Workers' Compensation Insurance in statutory limits, including benefits provided under the United States Longshoremen and Harbor Workers Act, with Coverage B – Employer's Liability limits of: Bodily Injury by Accident: \$500,000 Each Accident/Each Employee/Policy Limit



2. Commercial General Liability Insurance

Bodily Injury and Property Damage combined:
\$ 2,000,000 General Annual Aggregate Per Project
\$ 1,000,000 Products and Completed Operations Annual Aggregate
\$ 1,000,000 Each Occurrence

3. Automobile Liability Insurance

Bodily Injury and Property Damage combined:
\$ 1,000,000 Single Limit Each Occurrence

4. Aircraft or Marine (if applicable)

Bodily Injury and Property Damage combined:
\$ 10,000,000 Per Occurrence

5. Umbrella (Excess) Liability Insurance

Bodily Injury and Property Damage combined:
\$1,000,000 General Annual Aggregate

The following must appear on the certificate of insurance before work can begin or any payments can be released:

Certificate Holder: Coil Construction, Inc.
209 East Broadway
Columbia, Missouri 65203

Coil Construction, Inc., and the Owner of the project are named as additional insured's on all policies except the workers' compensation policy. Waivers of subrogation endorsements apply as required by written contract and where permissible by law.

G. Professional Liability Insurance: If the Subcontract Agreement requires Subcontractor to provide design services and/or to specify design and performance criteria, then Subcontractor shall maintain Project Specific Professional Liability insurance, including contractual liability insurance against the liability assumed by Subcontractor in contractually agreeing to perform design services, and including coverage for any professional liability caused by any of the Subcontractor's consultants. Subcontractor shall maintain at least the limits of liability in a company satisfactory to the Contractor as follows:



\$ 2,000,000 Each Claim/Aggregate

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Subcontractor. Said insurance shall be continued in effect with an extended period of ten years following final payment to Subcontractor.

Subcontractor shall furnish to Contractor, before Subcontractor commences its services, a copy of its professional liability policy evidencing the coverages required by this Paragraph. No policy shall be cancelled or modified without thirty days' prior written notice to Contractor.

H. Builder's Risk Insurance, Waiver Of Subrogation: Contractor or Owner may provide Builder's Risk insurance for the Project. Contractor and Subcontractor waive all rights against each other, the Owner and the architect and engineer, and any of their respective consultants, subcontractors, and sub-subcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the Builder's Risk Insurance or any property insurance provided for the Project, except such rights as they may have to the insurance proceeds, provided, however, that the waiver stated in this paragraph shall not be effective if the Owner has not agreed in the Contract Documents to a waiver of claims for damages caused by perils to the extent covered by the proceeds of the Builder's Risk Insurance. Subcontractor shall require similar waivers from its subcontractors. 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 any property damaged.

I. Builder's Risk Deductible: Claims under Contractor's Builder's Risk policy shall be subject to a deductible amount. If the Owner has provided the Builder's Risk policy for the Project, claims thereunder shall be subject to the deductible amount of the policy obtained by the Owner. If claim results from construction activity, the Subcontractor or subcontractor of any tier that is deemed to be responsible shall pay the deductible amount (regardless of whether Contractor or the Owner provided the Builder's Risk policy). In the case of theft of Subcontractor's materials, supplies or equipment, Subcontractor shall be responsible for same to the extent the loss is not covered by the Builder's Risk policy. Contractor shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools or personal effects, owned or rented to or in the care, custody and control of Subcontractor or subcontractors of any tier.