

FCI CONSTRUCTORS, INC.

ATTACHMENT "F"

INSURANCE/HOLD HARMLESS RIDER

Prior to commencement of any work under this contract and until completion and final acceptance of the work, the Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf for the minimum amount required by the general contract that this subcontract applies to or as outlined below, whichever limits and coverages are higher, and furnish to the Owner and to FCI Constructors, Inc., certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Subcontractor" as used in this insurance rider, shall mean and include Subcontractors of every tier.

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance. This includes sole proprietorship and officers of corporations who will be performing work on the job.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000) Dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability assumed under this Contract and all other Contracts relative to the project.

2. Completed Operations/Products Liability

3. Broad Form Property Damage

4. Personal and Advertising Injury Liability

5. Independent Contractors

6. General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG20 10 11 85 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-contributing Insurance before any other insurance or self-Insurance, including any deductible, maintained by, or provided to, the additional insured. 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 3 years after completion of the Work.

7. Coverage is to be endorsed to reflect that insurance is to be primary with respect to any other collectable insurance, for the Owner and FCI Constructors, Inc., and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State where the project is located.

9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of FCI Constructors, Inc. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owner, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least ONE Million (\$1,000,000) Dollars.

D. Where an Off Project site Property exposure exists, the Subcontractor at its sole expense shall furnish to the Owner and FCI Constructors, Inc., certificates of insurance and other required documentation evidencing the following coverage which shall provide for the interests of the Owner and FCI Constructors, Inc. to be named as Loss Payee and shall contain a provision requiring the insurance carriers to waive all rights of subrogation against all indemnities in the contract.

E. If work involves engineering or design activities, Professional Liability insurance with limits of TWO Million (\$2,000,000) Dollars each occurrence covering acts, errors, and omissions committed or alleged to have been committed by Subcontractor, including coverage for loss of use, loss of income and loss of business.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

The above insurance shall each contain the following wording verbatim: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail, certified mail, 30 days written notice to the certificate holder named to the left" **Endeavor to** and **But failure....** Will be stricken from the cancellation clause.

G. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

H. The Contractor shall file certificates of insurance prior to the commencement of work with FCI Constructors, Inc. which shall be subject to the Owner and FCI Constructors, Inc.'s approval of adequacy of protection and the satisfactory character of the Insurer.

I. Any type of insurance or any increase of limits of liability not described above which the Subcontractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

J. The carrying of the insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility of liability under this Contract.

K. Any policies effected by the Subcontractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring carriers to waive their rights of subrogation against the Owner and FCI Constructors, Inc. and all other indemnities named in the Contract.

L. Should the Subcontractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than ONE Million (\$1,000,000) Dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

M. **Waiver of Subrogation:** Subcontractor waives all rights against 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 or workers' compensation and employees liability insurance maintained per requirements stated above.

Indemnification/Hold Harmless:

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless and defend the Owner and FCI Constructors, Inc., agents and employees of any of them from and against claims, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Subcontractor's Work in this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to and destruction of tangible property (other than the work itself) including loss of use therefrom, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's tier Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Paragraph INDEMNIFICATION/HOLD HARMLESS.

In claims against any person or entity indemnified under this Paragraph INDEMNIFICATION/HOLD HARMLESS by an employee of the Subcontractor, the Subcontractor's tier Sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification under this Subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's tier Sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Contractor (Signature)

Subcontractor (Signature)

(Print name and title)

(Print name and title)

(Date)

(Date)