## EXHIBIT C

## SUBCONTRACTOR INSURANCE REQUIREMENTS

PLEASE E-MAIL A CURRENT INSURANCE CERTIFICATE & ENDORSEMENTS TO subinsurance@sunbeltcontrols.com. This Exhibit "C" supersedes any conflicting language contained in Section 18 of the Subcontract Agreement. Our requirements are as follows:

- 1. Subcontractor will furnish Contractor with Certificates of Insurance and Endorsements issued by the Subcontractor's insurance carrier and countersigned by an authorized agent or representative of the insurance company.
- 2. The Certificate of Insurance shall list the name of the certificate holder exactly the same as the entity identified as "Contractor" in your Subcontract or Project Specific Work Order.
- 3. Certificates and endorsements must reference either a Specific Job or <u>All Operations</u>. For job specific certificates, the job number and project name must be referenced under "Description of Operations" on the Certificate.
- 4. <u>Commercial General Liability (CGL)</u>: with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 Annual Aggregate Limit

\$2,000,000 Products-Completed Operations Limit

- The General Aggregate Limit shall apply separately to each project.
- Auto Liability combined single limit of \$1,000,000, each occurrence, bodily injury or property damage (Auto coverage shall be provided for owned, hired, and non-owned autos). If you are hauling hazardous materials, you must have \$1,000,000 Combined Single Limit for Bodily Injury and Property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948.
- 7. Worker's Compensation and Employer's Liability Statutory/combined single limit of \$1,000,000.

  Washington, Ohio, Wyoming, and North Dakota (ONLY) stop gap coverage and/or a certificate from the state showing proof of coverage is required.
- 8. Excess Liability must be at least \$4,000,000.
- 9. The certificates shall show that the insurance will not be canceled, altered or reduced without thirty (30) days prior written notice to the contractor.
- 10. <u>Contractor</u> must be named as an additional insured on General Liability (Endorsement No. CG 20 10 11/85 or equivalent), Auto Liability policies and Umbrella and/or Excess Liability policies.
- 11. <u>Additional Insured Endorsement</u>: Additional Insured Endorsements must be provided for the General Liability Policy and the Auto Liability Policy. (Endorsement No.: CG 2010 11/85 <u>OR</u> CG 2010 7/04 <u>AND</u> CG 2037 7/04 <u>OR</u> equivalent must be attached.) To the extent insurance is required under items 4, 6, 8, 15, and 16 you must name the Contractor, Prime Contractor, and the Owner as additional insureds.
- 12. <u>Primary and Non-Contributing Endorsement</u>: Either in the additional insured endorsement or a separate endorsement, coverage must provide that insurance is "primary to and non-contributing" with any other insurance or self-insurance maintained by Contractor and/or any additional insured.
- 13. <u>Waiver of Subrogation</u>: "Waiver of Subrogation Endorsements" are required for Workers Compensation & Employers Liability, General Liability.
- 14. <u>Professional Liability</u>: If you are doing any design work, construction management, site surveys, soil testing or are an engineering firm, you will need to provide \$3,000,000 coverage for Professional Liability/Errors and Omissions. Coverage shall be maintained for a minimum of two (2) years following the completion of the project.
- 15. <u>Pollution Liability</u>: If you or your subcontractors/suppliers perform remediation of hazardous material, or your operations generate an exposure to hazardous materials, you are required to provide a "Contractor's Pollution Liability" policy with coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 16. Rigger's Liability and Aircraft Liability: If your work involves the moving, lifting, lowering, rigging or hoisting of property or equipment, please provide Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment. If you (or your subcontractors or suppliers, regardless of tier) use any owned, leased, borrowed, chartered or hired aircraft of any type in the performance of this subcontract you/they shall maintain Aircraft Liability insurance in an amount of not less than \$10,000,000 per occurrence, including Passenger Liability. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
- 17. <u>Severability of Interest Provision</u>: Each liability policy shall include a Severability of Interest provision clarifying that, except with respect to the coverage limits, insurance shall apply to each insured as though a separate policy were issued to each.
- 18. Wrap-Up Insurance Programs: *If* there is a Wrap-Up Insurance Program utilized on the project (i.e.: OCIP, CCIP, UCIP, PLP, etc..), you are required to provide a certificate of insurance listing offsite coverage for liabilities included in the Wrap-Up and normal coverage for liabilities not covered by the Wrap-Up. All above listed endorsements are still required to be submitted with the certificate.

Please note that if the above insurance requirements are not exact, they will be returned

NO PAYMENTS WILL BE RELEASED UNTIL THE REQUIRED CERTIFICATES AND ENDORSEMENTS ARE RECEIVED.

If you have any questions, please contact the Buyer that issued your subcontract or work order.