

Exhibit F

Sample Insurance Requirements

Sample Insurance Requirements

- I. **Overview** - The Owner has arranged for the Project to be insured under its Owner Controlled Insurance Program (“OCIP”) to be administered by [[_____]] (the “OCIP Administrator”). Parties performing labor or providing services at the Project Site are eligible to enroll in the OCIP unless they are an Excluded Party.¹

The OCIP provides Commercial General Liability and Excess Liability insurance coverage to Enrolled Parties, in connection with the performance of the Work (the “OCIP Coverage”). Participation in the OCIP is mandatory for eligible parties directed by Owner or required by the Contract Documents to enroll in the OCIP. Certain additional mandatory coverages will be obtained outside the OCIP as described below.

Coverage under the OCIP applies only to those operations of Enrolled Parties, as defined in Section 3 of the OCIP Manual, performed at the Project Site in connection with their Work. OCIP shall not cover an Enrolled Party’s operations away from the Project Site which includes product manufacturing, assembly or otherwise performed at the Enrolled Party’s permanent premises or yard.

The amounts and terms of coverage provided through the OCIP are determined by the OCIP insurance policies. In the event any provision of any Contract Document conflicts with the OCIP insurance policies, the provisions of the OCIP insurance policies shall govern. An Enrolled Party may request a copy of the program insurance policies from the OCIP Administrator.

The Owner shall pay the cost of premiums for the OCIP. Owner will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits, or otherwise. Contractor and Subcontractors hereby assigns, and shall ensure that each of its lower-tier Subcontractors of all tiers also assign to Owner, the right to receive all such adjustments.

Owner assumes no obligation to provide insurance other than that specified in any Contract Document. Owner’s furnishing of OCIP coverage shall in no way relieve or limit, or be construed to relieve or limit, Contractor or its lower-tier Subcontractors or any tier of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including without limitation any indemnification or warranty obligations which Contractor, or any Subcontractors of any tier, owes to Owner thereunder.

- II. **Enrolled Parties** - The following are Enrolled Parties: Owner, Contractor, and all eligible Subcontractors of all tiers that enroll in the OCIP and such other persons or entities as Owner, in its sole discretion, may designate. A party performing labor or

¹ **Note** – “Excluded Parties” are typically design professionals and persons performing work off-site.

providing services at the Project Site is eligible to enroll in the OCIP, unless such party is an Excluded Party, as defined in Section 3 of the OCIP Manual.

Enrolled Parties shall obtain and maintain, and shall require each of their Subcontractors of all tiers to obtain and maintain, the Required Coverages insurance specified in Section V, below, for all off-Site activity.

- III. **Excluded Parties** - Excluded Parties are defined in Section 3 of the OCIP Manual. Excluded Parties shall obtain and maintain, and shall require themselves and each of their subcontractors of all tiers to obtain and maintain, the insurance specified in Section V, below.
- IV. **Additional Insured** - The “Included Additional Insured” for this Exhibit __ to be named coverage required herein shall be as follows: [[LIST OF ALL ADDITIONAL INSUREDS]], the respective subsidiaries, affiliates, parent companies and the respective members, officers, directors, managers, employees, servants, agents, principals, shareholders, successors and assigns, heirs, administrators, and personal representatives of each of the foregoing, and any other Owner-affiliated entity upon notice from Owner (such Owner-affiliated entities are subject to approval of Contractor’s insurers).
- V. **Required Coverages** - The “Required Coverages” for Excluded Parties and Enrolled Parties (collectively referred to herein as the “Insuring Party”) as set forth in Sections II and III, above, are as follows:
 - a. **Workers’ Compensation/Employer’s Liability.** Workers’ compensation insurance as required by applicable law and employers’ liability insurance with limits:
 - i. \$1,000,000 bodily injury by accident each accident;
 - ii. \$1,000,000 bodily injury by disease policy limit; and
 - iii. \$1,000,000 bodily injury by disease each employee.
 - b. **Commercial General Liability.** Commercial General Liability insurance, in a form not less than the Insurance Services Office (ISO) Commercial General Liability Insurance Occurrence Form and acceptable to Owner, to protect the Additional Insured and Insuring Party from claims which may arise out of or result from Insuring Party’s operations and completed operations under the Agreement for which the Insuring Party may be legally liable, whether such operations be by the Insuring Party or by a Insuring Party’s subcontractor or by anyone directly or indirectly employed by them. Coverage shall include claims for damages because of bodily injury, sickness or disease, or death of any person other than the Insuring Party’s employees, claims for damages insured by usual personal injury liability coverages, claims for damages other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom, claims for bodily injury or property damage arising out of completed operations, contractual liability,

including the obligations assumed by the Insuring Party hereunder, and broad form property damage coverage including completed operations. The combined single limit shall apply on a per project basis and reinstate annually. Products and completed operations coverage shall be maintained for ten (10) years after Contractor has achieved final completion of the Work in its entirety. Coverage will apply both on-site and off-site. The limits shall be no less than as follows and may be adjusted by the Subcontract Agreement between the Insuring Party and the Contractor:

- i. \$4,000,000 combined single limit other than products-completed operations;
 - ii. \$4,000,000 products-completed operations aggregate limit;
 - iii. \$2,000,000 personal and advertising injury limit; and
 - iv. \$2,000,000 each occurrence limit.
- c. **Automobile Liability.** Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the work with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage which shall apply as primary and non-contributory insurance, and which in no event will share with insurance maintained by Owner or any Included Additional Insured hereunder. The policy must include coverage for bodily injury, death and property damage arising out of contracting for, maintenance or use of any motorized vehicle on or off the site of the Project, and Contractual Liability coverage. If hauling of hazardous waste is required by any part of the Work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and including the MCS 90 endorsement and the ISO Form CA 99 48 (Pollution Liability Broadened Coverage for Business Automobile).
- d. **Excess Liability.** Excess liability insurance written on an occurrence basis covering employers' liability, commercial general liability and business auto liability. The Excess Liability policy shall be following form of primary with regard to general liability, automobile and employer's liability, and shall provide that if the primary aggregate limit is exhausted, the Excess Liability policy will drop down as primary insurance. Insuring Party shall provide evidence of insurance applicable to this Project and must name the Included Additional Insured, as defined herein to their policy. The general aggregate limit shall apply on a per project basis and reinstate annually unless otherwise may be agreed to by the Owner in writing. Products and completed operations coverage shall be maintained for ten (10) years after final completion of the Work in its entirety. The limits shall be no less than, or as otherwise may be reduced by the Owner in writing:

Contractor Requirements:

- i. \$200,000,000 each occurrence;
- ii. \$200,000,000 general aggregate; and
- iii. \$200,000,000 products-completed operations aggregate.

Subcontractor Requirements:

- i. \$5,000,000 each occurrence;
- ii. \$5,000,000 general aggregate; and
- iii. \$5,000,000 products-completed operations aggregate.

VI. **Professional Liability Insurance.** Contractor shall, in addition to the coverages required herein and in the OCIP Manual, provide and maintain, and require its applicable Subcontractors responsible for any such work to provide and maintain, at all times during the term of the Agreement, professional liability insurance for all professional services provided that covers liability arising out of any negligent act, error, omission or breach of contract in rendering or failing to render professional services under the Agreement. The policy must include full prior acts coverage with retroactive date sufficient to cover the services under this Agreement with a maximum of \$100,000 self-insured retention unless otherwise agreed to in writing by the Owner. The policy must also include a professional services definition that provides the broadest and clearest scope of professional services coverage for claims arising from the errors, omissions, failure to render a service or the negligent rendering of professional services by the Contractor and its significant Subcontractors providing professional architectural and engineering services, Construction work, and any other entities rendering professional services for which the Contractor is responsible, and shall include rectification coverage, provide coverage for punitive damages where insurable by law, and not include any exclusion for faulty workmanship resulting from professional services rendered or any exclusionary language relating to joint ventures or partnerships, or both. This professional liability insurance may be on a claims-made form and must be continuously maintained throughout the term of the Agreement and for at least three (3) years after Final Completion. The limits shall not be less than:

- i. \$10,000,000.00 per claim and aggregate for a Subcontractor performing professional services
- ii. \$25,000,000.00 per claim and aggregate for the Contractor.

VII. **Requirements for Excluded Party/Off-Site Insurance.** All policies of liability insurance to be maintained by Contractor (to the extent not Enrolled in the OCIP), Insured Party or Its Subcontractors (to the extent not Enrolled in the OCIP) pursuant to Sections V and VI, above, shall be written or endorsed to include the following:

a. **Required Endorsements:**

- i. With respect to Insured Party's Workers' Compensation/Employer's Liability Insurance, unless prohibited by Applicable Law, to provide that the insurer shall waive for the benefit of the Included Additional Insured all rights of subrogation against such Included Additional Insured for payment under such policies;
- ii. With respect to an Insured Party's General Liability, Automobile Liability and Excess Liability to provide that the insurer shall waive (i) any right of recovery which the insurer may have or acquire against the Included Additional Insured, and (ii) any right of subrogation which the insurer may have or acquire for payments to any person who asserts a claim against Included Additional Insured by any person or entity to or from whom the insurer pays monies or other benefits. Contractor shall require similar Waiver of Subrogation endorsements from its Subcontractors;
- iii. To provide a severability of interest and cross liability clause (Commercial General Liability insurance only);
- iv. Included Additional Insured shall be named as an additional insured on Insured Party's policies required in Sections V (b), (c) and (d). The Commercial General Liability and Excess Liability coverage for the Included Additional Insureds must be as broad as form CG 2010 additional insured for ongoing operations and form CG 2037 additional insured for products-completed operations, or their equivalents. All such insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurance. The additional insured endorsement for ongoing operations shall be maintained for the duration of the Work until Contractor has achieved Final Completion of the Work in its entirety. The additional insured endorsement for products-completed operations shall be maintained for ten (10) years after until Contractor has achieved Final Completion of the Work in its entirety.
- v. The General Liability policy must include an endorsement stating the Insured Party's insurance is primary and non-contributory with any insurance or self-insurance of the Included Additional Insureds.
- vi. If any party's insurance includes an exclusion tied to controlled insurance programs (a.k.a. "wrap-ups" or "CIPs") or other project-

specific insurance, it may apply only to the extent of coverage available to that party under the CIP or other Sponsor-provided insurance. Such exclusion may not be broader than what the CIP or such other Sponsor-provided insurance actually covers.

b. Evidence of Coverage.

- i. **Carriers Acceptable To Owner.** All policies required of Contractor, Insured Party and Subcontractors pursuant to this Agreement shall be maintained with insurance carriers that are reasonably acceptable to Owner and licensed in the States of California and Oregon, as applicable.
- ii. **Certificates.** Contractor, Insured Party and Subcontractors shall furnish to Owner certificates of insurance showing that the insurance required from Contractor pursuant to this Exhibit __ is in full force and effect prior to Date of Commencement of the Work. Contractor, Insured Party, Subcontractor or their insurer will provide Owner, and as applicable the Included Additional Insured, thirty (30) days' Notice, or ten (10) days in the case of cancellation due to non-payment of premiums, in the event of any material change to, non-renewal of or cancellation of the required insurance. Certificates of insurance submitted under this Section shall be in form and content reasonably acceptable to Owner and to the extent applicable to the Insured Party's coverage, the Included Additional Insureds. Certificates of each renewal of the insurance shall also be delivered to Owner and as applicable, the Included Additional Insured, prior to the renewal date of all policies

c. **Failure to Comply.** Neither the Contractor, Insured Party nor any of its Subcontractors shall be entitled to receive payment for their appropriate Work performed, or to commence operations or Work on the Site or elsewhere until such time as they provide acceptable evidence of compliance with the requirements of this Exhibit __. Any additional costs or delays caused by or arising out of any failures to comply with this Exhibit __, including the failure to furnish acceptable Certificates of Insurance and policies of insurance prior to date of the Date of Commencement, shall be solely the responsibility of the offending Contractor, Insured Party and Subcontractors.

d. **Owner's Rights.** If Contractor, Insured Party or Subcontractor fails to provide or maintain any insurance required hereunder, Owner or in the case of privity of contract, the Contractor, shall have the right, but not the obligation, to provide or maintain any such insurance, and to deduct the cost thereof from any amounts due and payable to such offending party (or in the case of a Subcontractor or Insured Party, the Contractor shall assess such charges via flow down from the Owner) or, in the event there are no such amounts due and payable, Contractor shall reimburse Owner for such costs on demand. Should any of the policies required to be maintained become unavailable or be

cancelled for any reason during the period of this Agreement, Contractor shall immediately procure replacement coverage.

- e. **Descriptions Not Limitations.** The coverages referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of insurance shall govern; provided, however, that neither the content of any insurance policy or certificate nor approval thereof shall relieve parties of any of their obligations under this Agreement.
- f. **Deductibles.** If any policy required to be purchased pursuant to this Agreement is subject to a deductible, self-insured retention or similar self-insurance mechanism which limit or otherwise reduces coverage, the deductible, self-insured retention or similar self-insurance mechanism shall be subject to Owner's reasonable approval and the responsibility of solely the party securing or maintaining such insurance in the event of any loss arising out of the acts or omissions of the Contractor, Insured Party, Subcontractor or other parties for which they are responsible.
- g. **Cooperation by the Parties.** Owner and Contractor shall fully cooperate with each other in connection with the collection of any insurance monies that are due in the event of a loss. Owner and Contractor shall promptly execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining recovery of any such insurance monies.
- h. **Duration.** All General Liability, Automobile Liability, Worker's Compensation and Employer's Liability insurance required by this Agreement shall be kept in force without interruption until Final Completion of the Work or as longer for the applicable completed operations coverage.

VIII. **Enrollment Instructions** - Enrollment into the OCIP is mandatory. Enrollment instructions are outlined in Section ___ of the OCIP Manual.

The OCIP Administrator will issue to each Enrolled Party, a Welcome Letter and an OCIP Certificate of Insurance acknowledging acceptance of the applicant into the OCIP.

IX. **Bidding Instructions / Net Bid Methodology** - Enrolled Parties shall exclude the Costs of OCIP Coverage from their base bids/pricing for the Work, and shall also set forth with their base bids/pricing, an OCIP Alternate Add Bid identifying the Cost of OCIP Coverage for such Enrolled Parties, including their sub-tier contractors. The Costs of OCIP Coverage is defined as the amount of an Enrolled Party's reduction in insurance premiums, related taxes, assessments, markup on the insurance premiums and losses retained through the use of self-funded programs, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained

risk. Contractor must deduct the Cost of OCIP Coverages for all enrolled subcontractors (of all tiers) in addition to their own Cost of OCIP Coverages.

Change orders must also be priced, by the Enrolled Parties, to exclude the Cost of OCIP Coverage. This requirement and process is detailed in Section 6 of the OCIP Manual.

- X. **Insurance Required from Enrolled Parties and Excluded Parties** - Contractor shall be responsible for ensuring that each of its Subcontractors maintains insurance in like form and amounts and shall provide evidence of the same to Owner if so requested. Contractor will specify to their Subcontractors the limits that must be maintained within their respective subcontract and as described in the OCIP and Exhibit __. The specific insurance limits and coverage enhancements that are required on a Subcontractor's Certificate of Insurance will be defined and indicated on a Subcontractors' Subcontract Agreement.

All Subcontractor Certificates of Insurance must be submitted to the OCIP Administrator prior to mobilization. Certificates of Insurance are required for both Enrolled and Excluded Parties.

Prior to Contractor or any Subcontractor commencing work or operations and at any time thereafter, Owner may inspect any insurance policy provided by Contractor or Subcontractor for its compliance with the Contract Documents. Owner's failure to inspect is not a waiver of any requirement contained in this Exhibit or elsewhere in the Contract Documents.

Contractor's or any Subcontractor's failure to procure or maintain the required insurance, or to ensure that all of its tiers maintain the required insurance during the entire term of the Contract Documents (including, without limitation, required completed operations coverage), shall constitute a breach of the Contract Documents under which the Owner may, without limiting any other right or remedy (contractual or otherwise), immediately suspend or terminate the Contract Documents or, at its discretion, procure or renew insurance to protect the Owner's interests, and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from Contractor or Subcontractor.

- XI. **OCIP Coverage for all Enrolled Parties** - The Owner has procured, and will maintain the insurance coverages described below for the Enrolled Parties. The Owner will maintain coverage until the expiration of the policies or until substantial completion of the Contractor's Work, whichever occurs first, however in no event beyond Program Expiration Date. Coverage is primary and non-contributory with respect to any other insurance carried by the Enrolled Parties.

Enrolled Parties shall discuss the OCIP with their respective insurance agents or consultants to assure that any other appropriate lines of coverage are maintained outside of the OCIP. Enrolled Parties shall notify their insurance agents that the work performed on the Project Site will be insured under the OCIP. This notification is to inform the Enrolled Parties' standard insurance company(ies) that the insurance coverage provided under the OCIP is primary on the Project Site.

The Owner or its affiliate shall be solely responsible for paying premiums, self-insured retentions and deductibles associated with the OCIP coverage as described herein. The Owner or any Owner Indemnitee waive damages arising from or rights to contribution, indemnification, hold harmless and/or defence for premium's paid, increases in premium due to losses in the OCIP, deductibles paid within the OCIP and self-insured retentions incurred within the OCIP against all Enrolled Party.

Commercial General Liability: (Required minimum coverage and limits for off-site operations is excluded unless locations are scheduled & approved by the Owner and OCIP insurance carriers).

	Limits of Liability Shared by All Insureds
Each Occurrence Limit	\$2,000,000
General Aggregate Limit, per project limit	\$4,000,000
Products/Completed Operations Aggregate (Term Limit)	\$2,000,000
Personal and Advertising Injury Limit – any one person or organization	\$2,000,000
Damages to Premises Rented to Others – any one premise	\$100,000
Medical Expense Limit – any one person	\$10,000

- Insurer: TBD
- Defense costs are outside of the policy limits.
- Primary and non-contributing insurance
- Waiver of Subrogation
- Policy provides Completed Operations Extension coverage for the applicable project state Statute of Repose, per policy terms and conditions.
- Limits shared by all insureds.
- General Aggregate limit reinstates annually during policy term and Products Completed Operations Aggregate will not reinstate including the extension period.
- Repair Work Coverage Extension - The OCIP provides coverage for general liability claims which result from repair work to correct, replace or repair work that was completed during the policy period for statutory time period after completion of work at the Project Site (as defined by the policy). Note, however, that Injuries to Contractor employees while involved in warranty/repair work shall be covered under the Contractor's standard Workers Compensation and Employer's Liability practice policy.

A single Commercial General Liability policy will be issued and will include all Enrolled Parties as Named Insureds and is available for review upon request to the OCIP Administrator.

Automobile Liability: No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers. Each Subcontractor is required to provide evidence of

Automobile Liability on their Certificate of Insurance as specified in the Subcontract Agreement.

Excess Liability: (Required minimum coverage and limits for off-site operations is excluded unless locations are scheduled & approved by the Owner and OCIP insurance carriers.)

	Limits of Liability* Shared by All Insureds
Each Occurrence Limits	\$200,000,000
Aggregate Limits, where applicable	\$200,000,000

- Excess of primary OCIP Commercial General Liability policy subject to policy terms and conditions.
- Policy provides Completed Operations Extension coverage for the applicable Project State Statute of Repose per policy terms and conditions.
- Products/Completed Operations Aggregate is a single limit for the construction term and entire extension period.
- Limits shared by all insureds.

A single lead Excess Liability policy and layered Excess Liability policies will be issued and will include all Enrolled Parties as Named Insureds. These are available for review upon request to the OCIP Administrator.

Contractor's Pollution Liability Insurance. Contractor's pollution liability insurance with limits of up to \$100,000,000 and a deductible or self-insured retention of not be more than \$500,000. The contractor's pollution liability insurance policy will be written as a Project-specific policy on an occurrence basis covering losses caused by pollution conditions that arise from or are exacerbated by the operations of the Contractor or any Subcontractors of any tier performing the Contract Obligations under the Contract Documents. The policy will include the following coverage extensions:

- i. bodily injury, sickness, disease, mental anguish or shock sustained by any person, or death;
- ii. property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean-up costs and the loss of use of tangible property that has not been physically damaged or destroyed, and diminution in value;
- iii. covered automobiles (endorsement CA 99 48) and MCS 90 shall be maintained in addition to transportation coverage proved on the CPL policy
- iv. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages;

- v. blanket and scheduled non-owned disposal site and transportation coverage;
- vi. completed operations liability coverage shall be maintained following the Completion Date or the Termination Date, whichever occurs first, for the longer of (i) an additional 10 years or (ii) the time period specified under the statute of repose;
- vii. contractual liability and additional insured coverage shall not include any limitations for injuries to Owner, Owner Indemnitees, Contractor or Subcontractor employees;
- viii. insured pollutants shall include fungus, mold, bacteria and viruses;
- ix. gradual and sudden and accidental pollution;
- x. additional insured in favor of the Owner and Owner Indemnitees, any insured versus insured exclusionary language shall include an exception for the Owner and the Owner Indemnitees; and
- xi. blanket waiver of subrogation.

The policy will not contain separate restrictions for:

- i. damage to property that cannot be used or is less useful because of the operations of the insured (i.e., impaired property exclusions);
- ii. work performed by Subcontractors;
- iii. property damage to Owner and Owner Indemnitees, Contractor or Subcontractor work; and
- iv. lead, asbestos or silica related losses.

Contract Termination - Upon completion of all their work at the Project Site, Subcontractors whose practice policies have been endorsed with a Designated Project Exclusion Endorsement should advise their insurance broker/agent of the completion of the work and request the endorsement be deleted from their policies.

OCIP Termination/Modification - Owner may, for any reason, modify the OCIP coverage, discontinue the OCIP, or request that a Subcontractor, withdraw from the OCIP upon thirty (30) days written notice. Upon such notice, the Subcontractor, as specified by Owner in such notice, shall obtain and thereafter maintain during the performance of the Work, all of the OCIP Coverage (or a portion thereof as specified by Owner). Such coverage shall be at Owner's expense. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Owner's approval.

OCIP Expiration - The Operations Hazard coverage shall terminate upon substantial completion of the General Contractor's work. The Completed Operations Hazard

coverage shall not terminate until the applicable statute of repose time period which is ten (10) years in Arizona after substantial completion of the project.

Audits – Contractor and Subcontractors agree that Owner, the OCIP Administrator, and/or any OCIP Insurer may audit Contractor or any Subcontractor’s records, insurance coverage, insurance cost information, or any other information that Contractor or any Subcontractor provides to Owner, OCIP Administrator, or the OCIP Insurers to confirm their accuracy and to identify their insurance cost.

Withholding of Payments - In the event an Owner audit of Contractor or Subcontractor’s records and information as permitted in the Contract Documents reveals a discrepancy in the insurance, safety, or any other information required by the Contract Documents to be provided by Contractor or any Subcontractor to Owner, or to the OCIP Administrator, Owner shall have the right to full deduction from the Contract Sum/GMP of all such insurance costs, and all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of the attorneys and accountants conducting audit and review. If the Contractor or any Subcontractor fails to timely comply with the provisions of this Exhibit, Owner may withhold any payments due to such Contractor or Subcontractor until such time as they have performed the requirements of this Exhibit.

Waiver of Subrogation and Rights of Recovery – Unless prohibited by law, Contractor and all Subcontractors hereby waive all rights of recovery because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against Owner, Contractor, the OCIP Administrator, its or their officers, agents, or employees, and any other Subcontractor performing Work or rendering services on behalf of Owner in connection with the planning, development and construction of the project. Such release shall not apply when the Owner or OCIP Administrator or their officers, agents or employees fails to pay the premium, deductibles or self insured retentions required under the OCIP policy or otherwise fail to maintain the OCIP as required herein.

Enrolled Party and Excluded Party shall also require that all maintained insurance coverage related to the Work as required in the Agreement, Subcontract Agreement, OCIP Manual, and this Exhibit __ include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the Owner, Contractor, the OCIP Administrator, its or their officers, agents, or employees or any other Subcontractor performing Work or rendering services at the Project. Unless prohibited by law, Contractor and all Subcontractors shall require similar written express waivers and insurance clauses from each of its Subcontractors of every tier. The waivers provided hereunder shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

Claim Reporting – Report all injuries, occupational-related illnesses or property damage to the Site Safety Manager immediately. All Parties will instruct employees and other

personnel to report, in writing, within 24 hours all accidents and occurrences of any type to the Site Safety Manager or Project Superintendent.

XII. **Coverages Outside the OCIP** – the Owner will also be obtaining the following project coverages outside the OCIP:

Fixed Site Pollution Liability. Liability insurance having coverage for any one occurrence or claim of not less than \$100,000,000 and a \$100,000,000 project aggregate limit, covering third party bodily injury and property damage, remediation costs for known and unknown pollution conditions, and first party property damage.

Builder's Risk/Inland Marine/Commercial Property Insurance. Builder's risk insurance for not less than the full completed project insurable value of the project and any salvageable material or property, covering: (a) design, engineering, inspection, loss of permits, fees, etc.; (b) loss of materials, equipment, machinery, and supplies whether on-site, in transit, or stored off-site, or of any temporary structures, hoists, sidewalks, retaining walls, and underground property; (c) soft costs, plans, specifications, blueprints and models; and (d) demolition and increased cost of construction, including increased costs arising from changes in laws at the time of restoration and coverage for operation of building laws.

Property/Contractor's Equipment. For damage or loss to owned, leased or rented property, machinery, equipment and tools under Subcontractors its care, custody and control, covered on an all-risk replacement cost basis including debris removal.