

Exhibit "D"
CONDITIONS OF INSURANCE

In addition to the requirement contained in the subcontract Insurance section, Subcontractor shall, at its expense, procure and maintain insurance on all its operations, in companies having at least an A. M. Best's A VII financial rating and in forms acceptable to the Contractor as follows:

- 1. Workers' Compensation and Employer's Liability Insurance** as required by any applicable law, regulation or statute. Employer's Liability insurance shall be provided in amounts not less than:
 - a. \$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease;
 - b. Longshoreman's & Harbor Workers' Act coverage on any employees under this jurisdiction;
 - c. Coverage for Jones Act exposure on any maritime exposure;
 - d. Waiver of Subrogation endorsement.
 - e. Stop Gap Liability for work in Monopolistic States (Washington, Ohio, West Virginia, North Dakota, and Wyoming)
- 2. General Liability Insurance**, Commercial General Liability ISO CG 0001 or equivalent, as follows:
 - a. Coverages
 - i. Premises and Operations;
 - ii. Products and completed operations
 - iii. Broad Form Property Damage including Completed Operations, shall be carried for one year following completion of the project;
 - iv. Explosion, Collapse, Underground and Subsidence Hazards;
 - v. Contractual Liability insuring the obligations assumed by Subcontractor in this subcontract;
 - vi. Contractors' Protective Liability
 - vii. Personal Injury Liability (with deletion of the exclusion for liability assumed under contract);
 - viii. Severability of Interest Clause;
 - ix. Aggregate Limits of Insurance shall apply separately to this project.
 - x. Waiver of Subrogation Endorsement
 - b. Limits of Liability
 - i. \$1,000,000 each occurrence Bodily Injury and Property Damage combined;
 - ii. \$1,000,000 for Personal Injury Liability;
 - iii. \$2,000,000 aggregate on Products-Completed Operations;
 - iv. \$2,000,000 general aggregate;
 - v. If either defense costs are included in the General Aggregate limit or if the General Aggregate limit does not apply separately to this project, then the required General Aggregate limit shall be \$3,000,000. This can be accomplished by a \$2,000,000 Umbrella/Excess Policy.
- 3. Automobile Liability Insurance**, including:
 - a. Coverage on all owned, non-owned and hired automobiles;
 - b. Limit of liability shall not be less than \$1,000,000 Combined Single Limit;
- 4.** A "Modified Occurrence" form is NOT acceptable.
- 5.** The "Claims Made" form of policy is only acceptable for Professional or Pollution Liability, and for General Liability with prior written consent of Contractor.
- 6. Aircraft Insurance:**

If the Subcontractor or his Subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$5,000,000 per occurrence including Passenger Liability and coverage for damage to cargo. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
- 7. Umbrella/Excess Limits**

If higher limits or other forms of insurance are required by either the Owner or the Contractor, the Subcontractor will comply with such requirements. Subcontractors are required to have \$1,000,000 Umbrella or Excess.
- 8. Riggers Liability Insurance:**

If the Subcontractor or its subcontractor's work involves the rigging, hoisting, lowering, raising or moving of property or equipment, they shall carry Riggers Liability Insurance to insure against physical loss or damage to this property or equipment.
- 9. Certificates of Insurance:**

Certificates of Insurance shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. The certificate of insurance will evidence the terms in Sections 1, 2 and 14 of this Addendum and comply with the attached sample certificate. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor. In the event Subcontractor does not comply with the requirements of this section, Contractor, at its option, may provide insurance coverage to protect its interests and charge the Subcontractor for the cost of that insurance or Contractor may terminate this Agreement. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Copies of policies shall be furnished upon request.

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10. Insurance Requirements for Lower-Tier Subcontractors:

Subcontractor shall ensure that all tiers of its Subcontractors shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth in Paragraph "14." Copies of Certificates of Insurance shall be provided by each lower-tier subcontractor to Contractor prior to the start of their work on this project.

11. Professional Liability Exposure:

A Professional Liability Insurance Policy with limits of \$ 1,000,000 per claim shall be carried by Subcontractor or its lower-tier subcontractor if work under this subcontract includes professional or design-build services. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project. Coverage must allow for the reporting of claims for 2 years following completion of the work.

12. Hazardous Materials and Pollution Liability:

If Subcontractors or their Subcontractors are either required to perform remediation of hazardous materials such as asbestos containing materials, contaminated soil, etc., or if their operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as additional insured.

If Subcontractor or their Subcontractors haul hazardous waste, they must carry 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 include MCS 90.

13. Builder's Risk Insurance:

Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner(s) for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have in the proceeds reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

Builders Risk insurance will be purchased by Owner(s) or Contractor and will provide coverage for Subcontractor for loss or damage to Subcontractor's work at jobsite. Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor not to exceed \$10,000.

14. Subcontractor's Property:

Subcontractors of every tier shall procure and maintain at its own expense property and equipment insurance for Subcontractor's tools, equipment, temporary structures, property or work in transit and/or in temporary storage.

15. Additional Insured Endorsement:

With respect to whichever General Liability policy form is furnished as required above, the subcontractor shall add the Contractor, its officers, directors and employees the Owner, and any other parties as required by contract as additional insureds by use of Insurance Services Form CG 20 10 11/85 or an equivalent combination to include CG 2037 10/01 or CG2026 11/85 as published by ISO (or equivalent). The policy shall be endorsed to stipulate that the insurance afforded the Contractor, its officers, directors and the employees and the Owner as additional insureds shall apply as primary insurance and that any other insurance carried by the Contractor, its officers, directors and employees or the Owner shall be excess only and shall not be called upon to contribute with this insurance. The Additional Insured Endorsement shall be provided to the Contractor before any work is commenced hereunder by the Subcontractor. Should subcontractor desire, their Insurer may provide that coverage apply for "ALL OPERATIONS PERFORMED" under written contract for Fisher Development Inc." in lieu of a separate endorsement for each project.

16. Maintenance of Certificates of Insurance & Endorsements:

No work shall be performed at the project site until said certificates and endorsements have been furnished and approved, Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Contractor may take such steps as are necessary to assure subcontractor's compliance with its obligations under this Exhibit. The required insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Subcontract. Certificates shall be provided for one year following the completion of the Project or the end of the Warranty Period, whichever is later.

17. Subcontractor Responsibility:

Failure of contractor to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver of enforcement of any of these provisions at a later date in the performance of this agreement. Any exceptions to the provisions of this Exhibit must be delineated in the contract documents. Subcontractors obligations for loss or damage arising out of Subcontractors work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractors liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate to Subcontractors requirements. Subcontractor is solely responsible to inform itself of amounts and types of insurance it may need beyond these requirements to protect itself from loss, damage or liability.

X	X
Initials Contractor	Initials Subcontractor