

## Vendor, Subcontractor & Consultant Insurance Requirements

As stated in the standard procurement agreements (the “Subcontract”) between Stuart Olson Construction Ltd. (the “Contractor”) and the Vendor, Subcontract or Consultant (the “Subcontractor”), the Subcontractor shall, at its own expense, maintain in effect at all times during the performance of the work under the Subcontract not less than the following coverage and limits of insurance.

All insurance policies shall be placed with insurers licensed to do business in the jurisdiction of the Project Site.

The Subcontractor shall provide the Contractor with a certificate of insurance evidencing compliance with all insurance requirements stated herein prior to commencing Work.

In the event that the Prime Contract imposes additional or higher standards, the Subcontractor shall be required to meet those insurance requirements as well. In the event of any conflict, inconsistency or ambiguity between the provisions of the Subcontract and the Prime Contract the more stringent, greater and or broader Subcontractor insurance requirements, limits and coverages shall govern.

### Workers Compensation Insurance

The Subcontractor shall, at its own expense, maintain in effect at all times during the performance of the Work, workers’ compensation insurance or similar coverage for all its employees engaged in the performance of the Work in accordance with the statutory requirements of the jurisdiction of the Project Site. At the request of the Contractor, the Subcontractor shall provide evidence of compliance with such workers’ compensation insurance.

### General Liability Insurance

Commercial general liability insurance, including products liability and completed operations hazards, for loss or damage arising out of any work performed by or on behalf of the Subcontractor with a limit of liability not less than \$5,000,000 per occurrence and such insurance policy shall be endorsed to include the Contractor and Owner as additional insureds and shall include a provision to provide 30 days prior written notice of cancellation to the Contractor and the Owner. Such insurance shall remain in effect for a period of six (6) years following substantial performance of the Subcontractors’ work.

### Automobile Liability Insurance

Automobile liability insurance coverage for loss or damage arising out of any licensed vehicles owned, leased or operated by the Subcontractor with a limit of liability not less than \$5,000,000 per occurrence.

### Equipment Insurance

Equipment insurance covering all construction machinery, temporary buildings, equipment and tools used in the performance of the Work and such insurance policy shall be endorsed to waive any right of subrogation against the Contractor and the Owner and shall include a provision to provide 30 days prior written notice of cancellation to the Contractor and the Owner.

### Other Required Insurance Coverage

The following insurance shall be required by the Subcontractor to the extent that such activities exist in the performance of Work under the Subcontract.

#### Professional Liability Insurance

Professional liability insurance coverage for damages arising out of any professional services, including but not limited to, design, architecture, engineering, testing, surveying, or design/build services on the Project, performed by or on behalf of the Subcontractor with a limit of liability not less than \$2,000,000 per occurrence. Such insurance shall remain in effect for a period of two (2) years following substantial performance of the Subcontractors’ work

#### Pollution Liability Insurance

Pollution liability insurance coverage for damages arising out of Environmental Services performed by or on behalf of the Subcontractor with a limit of liability not less than \$2,000,000 per occurrence.

**Environmental Services** means any contact with a Hazardous Material, including abatement, removal, remediation, transporting, or disposal of a Hazardous Material or working in areas where contact with such Hazardous Materials may take place.

**Hazardous Material** means asbestos, asbestos containing material, lead (including lead-based paint), PCB, silica, silica dust, molds and microbial matter, any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

## **Other Required Insurance Coverage (Continued)**

### **Watercraft Liability Insurance**

Watercraft liability insurance for bodily injury and property damage arising out of any owned, non-owned, leased, chartered or hired watercraft used directly or indirectly in the performance of the Work with a limit of liability not less than \$5,000,000 per occurrence.

### **Aircraft Liability Insurance**

Aircraft liability insurance for bodily injury and property damage arising out of any owned, non-owned, leased, chartered or hired aircraft used directly or indirectly in the performance of the Work with a limit of liability not less than \$5,000,000 per occurrence.

### **Sub-Subcontractor or Subconsultant Insurance**

The Subcontractor shall obtain a certificate of insurance from each Sub-Subcontractor or Subconsultant evidencing compliance with all insurance requirements as stipulated herein prior to commencing work.