

Standard Insurance Requirements

1. Contractor shall maintain insurance as described below in the required amounts; provided, however, that if a Sponsor requires additional insurance or higher insurance coverage levels, as set forth in Sponsor Requirements as in Exhibit A or other additional Statements of Work, such Sponsor Requirements shall control. All insurance coverage shall be provided by company(s) authorized to do business under the Laws of the State in which the Work will be done and with a rating of A-/VII or better in the Best's Key Rating Insurance Guide. All policies except professional liability shall be written on an occurrence basis.
 - a. Worker's Compensation Insurance with statutory limits, as required by the laws of the State wherein Contractor will actually perform the work with minimum limits of \$500,000 for each occurrence.
 - b. Comprehensive Commercial General Liability Insurance (occurrence form) providing coverage for premises, bodily injury, property damage, personal injury, advertising injury, if applicable, blanket contractual liability, covering Contractor's obligations under the Agreement, products and completed operations for not less than three (3) years from the date Company accepts the Work, coverage for independent contractors and broad form property damage coverage with limits of not less than \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000 per project or per location where Work is performed.
 - c. Automobile Liability Insurance coverage providing coverage for all owned, non-owned, and hired automobiles used by Contractor in the performance of the Work with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury and property damage.
 - d. Employer's Liability Insurance with a limit of not less than \$500,000 per occurrence.
 - e. Excess or Umbrella Liability Insurance with a limit of not less than \$3,000,000 for each occurrence with an annual aggregate of \$3,000,000 per project or per location where the Work is performed. This limit applies in excess of each of the coverages set forth above in paragraphs Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, which are scheduled as primary.
 - f. Contractor may satisfy any of the above required limits with a combination of both primary and excess insurance policies.

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Suite 302
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Office: 609-235-9752
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- g. Insurance coverage provided by Contractor under this requirement shall not include any of the following:
 - i. Any claims made insurance policies
 - ii. Any self-insured retention or deductible amount unless approved in writing by Company;
 - iii. Any endorsement limiting coverage available to Company and/or Sponsor which is otherwise required in this requirement, to include but not limited to, any exclusion or limitation relating to residential construction;
 - iv. Any policy or endorsement wording that negates coverage to Company and/or Sponsor; and
 - v. Any policy or endorsement language that
 - (1) negates coverage to Company or Sponsor for Company's and/or Sponsor's own negligence,
 - (2) limits the duty to defend Company and/or Sponsor under the policy,
 - (3) provides coverage to Company and/or Sponsor only if Contractor is negligent,
 - (4) permits the recovery of defense costs from any additional insured, or
 - (5) limits the scope of coverage for liability assumed under a contract.
2. All insurance policies shall name Company and Sponsor, their respective officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, and assigns, as additional insured parties, to include but not limited to on-going and completed operations, shall be primary to any other insurance carried by Company or Sponsor, and shall maintain the required coverages (including but not limited to coverage for claims against Company and/or Sponsor for injuries to employees of Contractor or any Subcontractors), naming Company and Sponsor as an additional insured, for a period of not less than three (3) years from the date Company and Sponsor execute a certificate of final completion, if applicable, or the date Company accepts the Work. If any policy is written on a claims made basis, the retroactive date may not be after the initial date work is first performed and coverage will be maintained in full force and effect for three years from the date Company and Sponsor execute a certificate of final completion, if applicable, or the date Company accepts the work, whichever is later. Coverage may be in the form of tail coverage or extended reporting period coverage if agreed Company. A sample Certificate of Insurance is provided at the end of this requirement.
 - a. Original certificates of insurance must be forwarded to Company prior to commencement of the Work.
 - b. Contractor shall be required to cease all Work if renewal certificates of insurance are not received by Company prior to the expiration of any policy required under the Agreement.
3. To the extent permitted by applicable laws, all above-mentioned insurance policies shall provide the following:
 - a. Be primary and non-contributory to any other insurance carried by Company and Sponsor;

- b. Contain standard cross-liability provisions;
 - c. Provide for a waiver of all right of subrogation that Contractor's insurance carrier might exercise against Company and/or Sponsor where permitted by statute or law; and
 - d. Any Excess or Umbrella Liability Insurance coverage will not require contribution before it will apply.
4. Company reserves the right to require Contractor to provide and maintain additional coverage(s) in the event that the Work involves unusual risk.
5. Prior to commencing the Work, Contractor shall provide Company with certificates of insurance evidencing the above required coverage, which shall include a provision that such insurance shall not be cancelled without at least thirty (30) days prior written notice to Company. Company may inspect any or all policies at any time.
6. Contractor agrees that Contractor, Contractor's insurer(s) and anyone claiming by, through, under or on behalf of Contractor shall have no claim, right of action or right of subrogation against Company or Company's customers or Sponsor based on any loss or liability insured against under the foregoing insurance.
7. If Contractor breaches the above obligation to provide or otherwise fails to maintain any of the above insurance coverage, Contractor shall defend, indemnify and hold harmless Company and Sponsor from and against any and all liability, damages, costs and losses, including attorneys' fees and damages, even if such claim arises in whole or in part from the negligence, fault, or other liability of Company and/or Sponsor, or is beyond the scope of an indemnity provided in the Agreement, and including but not limited to any claim by any employee of Contractor against Company and/or Sponsor, and any other claim that would be covered by the insurance above, to the full extent that such costs and losses would not have been incurred by Company if Contractor had provided for and maintained the coverage as outlined herein. Policy does NOT include "Amendment of Insured Contract Definition" Endorsement CG 24 26 or any other provision excluding coverage for the Owner's Sole Negligence which has been assumed by Contract.
8. Failure to obtain and maintain the required insurance shall constitute a breach of the Agreement and Contractor shall be liable for any and all costs, liabilities, damages, and penalties (including attorneys' fees, court, and settlement expenses) resulting to Company and/or Sponsor from such breach.
9. Failure of Contractor to provide insurance as herein required or failure of Company to require evidence of insurance or to notify Contractor of any breach by Contractor of these requirements shall not be deemed to be a waiver by Company or Sponsor of any of the terms and conditions of the Agreement, nor shall they be deemed to be a waiver of the obligation of Contractor to defend, indemnify, and hold harmless Company and Sponsor as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

10. In the event of any failure by Contractor to comply with the insurance requirements of the Agreement, Company may, without in any way compromising or waiving any right or remedy at law or in equity, upon five (5) days written notice to Contractor, purchase such insurance, at Contractor's expense, provided that Company shall have no obligation to do so and if Company does so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such costs incurred by Company shall be promptly reimbursed by Contractor and/or may be withheld from any payment due Contractor.
11. Commencement of Work without the required certificates of insurance, or without compliance with any other provision of the Agreement, shall not constitute a waiver by Company of any rights under the Agreement.
12. None of the requirements contained herein as to types, limits, or Company's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Agreement, any other agreement with Company, or otherwise provided by law.
13. Sample Certificate of Insurance follows:

SAMPLE CERTIFICATE FOR SUBCONTRACTED WORK / CONSTRUCTION AGREEMENTS

	CERTIFICATE OF LIABILITY INSURANCE	DATE(MM/DD/YYYY)
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>		
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>		
PRODUCER Name of Agent Address of Agent City/State/Zip Code	CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS	
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Name of Carrier (A-8 Rating or Better) INSURER B: Name of Carrier (A-8 Rating or Better) INSURER C: Name of Carrier (A-8 Rating or Better) INSURER D: Name of Carrier (A-8 Rating or Better) INSURER E: Name of Carrier (A-8 Rating or Better) INSURER F: Name of Carrier (A-8 Rating or Better)	NAIC #

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER:
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	Y	Y	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGED TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COM/POP AGG	\$2,000,000	
B	AUTO LIABILITY	Y	Y	Policy Number	Eff Date	Exp Date	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000 or	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY	\$1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per Person)	\$1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS								
C	UMBRELLA LIAB	Y	Y	Policy Number	Eff Date	Exp Date	EACH OCCURRENCE	\$3,000,000	
	<input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$3,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE								
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> NO STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICE/MEMBER EXCLUDED						Y/N	E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)						N	E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Master Agreement: CMC-XXX-XXX: Certificate Holder its affiliates, parents and subsidiaries are added as ADDITIONAL INSURED on a primary non-contributory basis with respect to on all liability policies except Workers Compensation for a period of not less than three (3) years from the date of certificate holder accepts the work.. With respect to General Liability, Additional Insured Status shall include coverage for both ongoing operations and completed operations using CG 20 26 07 04 or a combination of CG 20 10 07 04 and CG 20 37 07 04 (or the equivalent). A waiver of subrogation in favor of Cert Holder for all lines of coverage applies except for workers' compensation not permitted by law.

CERTIFICATE HOLDER	CANCELLATION
CMC Energy Services, Inc. 550 Pinetown Road, Suite 340 Fort Washington, PA 19034 Email: ssims@cmcenergy.com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE _____ SIGNATURE MUST BE HERE

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