

INSURANCE REQUIREMENTS

- 1.1 Prior to the effective date of this Agreement, to the fullest extent permitted by law, Subcontractor shall procure and maintain for not less than ten (10) years following the later of termination of the Subcontract Agreement or completion of all Work under the Subcontract Agreement and any scope of work required by the Subcontract Agreement, at its sole cost and expense: (1) the minimum insurance coverages and limits set forth herein and in Schedule 1 to this Exhibit; and (2) any additional coverages and limits required by the Agreement. Such insurance shall be with insurance carriers eligible to do business in the State of Florida, and having a current A.M. Best rating of not less than A minus (A-) VII, unless a different A.M. Best rating is accepted by Contractor in writing.
- 1.2 Subcontractor or Subcontractor's insurance carriers shall provide thirty (30) days' prior written notice (and ten (10) days' prior notice for cancellation due to non-payment), to Contractor of any cancellation, non-renewal, and/or any restrictive modifications that may result in reduction or removal of required coverage or limits on each insurance policy required hereunder.
- 1.3 If a "claims-made" policy is maintained, the retroactive date must precede the start of Work under the Subcontract Agreement.
- 1.4 To the fullest extent permitted by law, Subcontractor waives its right of recovery against the Contractor, Architect, and Owner, and/or any of their partners, parent companies, subsidiaries, affiliates, officers, shareholders, directors, agents, representatives, employees, and sureties, and such additional persons and entities as required in the Agreement or as may be designated by Contractor, for any claims, losses, or damages covered by any insurance Subcontractor is required to procure and maintain hereunder, including any applicable self-insured retentions, deductibles, and/or self-insurance. To the fullest extent permitted by law, Subcontractor's insurance required hereunder will include provisions that the insurer waives its right of subrogation against the Contractor, Architect, and Owner, and/or any of their partners, parent companies, subsidiaries, affiliates, officers, shareholders, directors, agents, representatives, employees, and sureties, and such additional persons and entities as required in the Agreement or as may be designated by Contractor.
- 1.5 Prior to the effective date of the Subcontract Agreement, Subcontractor shall provide Contractor with Certificates of Insurance and a copy of all additional insured, primary and non-contributory, notice of cancellation and non-renewal, and waiver of subrogation endorsements and/or insurance policy pages evidencing the insurance required hereunder. Subcontractor shall provide Contractor with Acord form renewal certificates within five (5) business days of the expiration date of any of the required insurance. All Certificates of Insurance and endorsements shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements. Contractor shall have the right to examine any insurance policy required under the Subcontract Agreement. Contractor shall not be obligated to review certificates, insurance policies, or other evidence of insurance, including required endorsements, or to advise Subcontractor of any deficiencies in such documents, and failure by Contractor to request Certificates of Insurance or other evidence of insurance and/or Contractor's receipt thereof shall not relieve Subcontractor's obligations hereunder. Subcontractor, at its own cost, may purchase any additional insurance it



believes necessary to protect its interests. To the extent Subcontractor procures insurance with limits that exceed the minimum insurance limits required herein, it shall be required to maintain those greater limits for the term required hereunder, and any additional insureds required to be included hereunder shall be entitled to the full limits of such coverage.

- 1.6 Subcontractor is solely responsible for all deductibles, self-insured retentions, and payment of premiums associated with Subcontractor's insurance policies.
- 1.7 The insolvency, bankruptcy, or failure of any insurance company providing insurance required hereunder, or the failure of any such insurance company to pay claims, shall not relieve Subcontractor of its obligations under the Subcontract Agreement, and Subcontractor shall reimburse Contractor for any amounts that should have been paid by such insurance company.
- 1.8 If Subcontractor uses any subcontractors to perform Work specified in the Subcontract Agreement, Subcontractor shall cause its subcontractors of all tiers to maintain insurance in accordance with the insurance requirements hereunder, including without limitation all additional insured and waiver of subrogation requirements. Subcontractor shall be fully responsible to Contractor for any failure of Subcontractor or Subcontractor's subcontractors to procure and maintain insurance in accordance with the requirements herein.
- 1.9 In the event Subcontractor fails to procure or maintain any insurance required hereunder, or fails to cause its subcontractors of all tiers to maintain the required insurance, or Subcontractor's or its subcontractors' insurance company fails to provide the required coverages, Contractor may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Subcontractor, withhold funds from Subcontractor in an amount sufficient to protect Contractor and other insured parties, or terminate the Subcontract Agreement.
- 1.10 TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR AND/OR ANY OF CONTRACTOR'S PARTNERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, SHAREHOLDERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND SURETIES FROM ALL LOSSES, CLAIMS, DAMAGES, COSTS, INCLUDING THE COST TO CONTRACTOR OF PURCHASING INSURANCE REQUIRED HEREUNDER, FEES, INCLUDING COSTS AND ATTORNEYS' FEES, AND LIABILITIES ARISING FROM OR RELATED TO SUBCONTRACTOR'S FAILURE TO PROCURE AND/OR MAINTAIN ANY INSURANCE REQUIRED HEREUNDER.
- 1.11 Subcontractor's procurement and maintenance of insurance required hereunder shall not relieve Subcontractor of any liability to Contractor under the Subcontract Agreement or otherwise.
- 1.12 Contractor reserves the right to require Subcontractor to provide and maintain additional coverages and/or to modify the coverage requirements contained herein, including limits, based upon Contractor's prior experience and its continual assessment of the risk associated with the Work and the circumstances under which it is being performed.



Insurance Coverages

Subcontractor shall procure and maintain, for the term of the Subcontract Agreement and for not less than ten (10) years following the later of termination of the Subcontract Agreement or completion of all Work under the Subcontract Agreement and any scope of work required by the Subcontract Agreement, the following minimum insurance coverages and limits, which limits may be satisfied with any combination of primary and excess insurance:

- A. Commercial General Liability (CGL) insurance written on Insurance Services Office (ISO) Form CG 00 01 (attached hereto) or a substitute form providing equivalent coverage, including but not limited to, liability coverage for bodily injury (including death); property damage (including loss of use); personal and advertising Injury; liability coverage for products, completed operations, premises, on-going operations; and contractual liability coverage, including, but not limited to, coverage for insured contracts, including tort liability of another assumed by Subcontractor. CGL insurance shall have limits of:
 - a. One Million Dollars (\$1,000,000) per occurrence,
 - b. Two Million Dollars (\$2,000,000) general aggregate,
 - c. Two Million Dollars (\$2,000,000) products/completed operations aggregate
 - d. Two Million Dollars (\$2,000,000) personal and advertising injury aggregate.

Such insurance shall be written on an occurrence basis and shall not contain an exclusion or restriction of coverage for third-party action over claims against Subcontractor for injuries to Subcontractor's employees.

- **B.** Commercial Automobile Liability insurance providing liability coverage using symbol "1" (any auto) for claims of bodily injury and property damage arising from the ownership, maintenance or use of all owned/leased, non-owned and hired motor vehicles used in the performance of the Work under the Subcontract Agreement with a limit of:
 - a. One Million Dollars (\$1,000,000) per accident.

Such insurance policy shall include contractual liability coverage, including, but not limited to, tort liability of another assumed by Subcontractor. If Subcontractor's Work includes the delivering, hauling or transportation of goods, Subcontractor will comply with the Motor Carrier Act of 1980 required limits of financial responsibility and Subcontractor's insurance policy shall include the Motor Carrier Act endorsement MCS-90. If Work includes hauling hazardous materials, policy shall include Pollution Liability – Broadened Coverage for Covered Autos endorsement ISO CA 99 48 or its equivalent).

- **C.** Workers' Compensation insurance and Employer's Liability Insurance as prescribed by the law(s) of the jurisdiction(s) in which the Work is performed with the greater of statutory limits or at least of:
 - a. One Million Dollars (\$1,000,000) each accident or disease and including, if applicable, Foreign Voluntary Compensation coverage if U.S. employees will be temporarily working outside of the United States.



- b. If Work is to be performed in monopolistic states (including North Dakota, Ohio, Washington and/or Wyoming), Subcontractor will participate in the appropriate state fund(s) to cover all eligible employees.
- c. Should Contractor lease or borrow any of Subcontractor's employees to perform Work under the Subcontract Agreement or if any of Subcontractor's employees will at any time be working under Contractor's direction and/or control, then such insurance policy shall include ISO Alternate Employer endorsement WC 00 03 01 A or an endorsement providing equivalent coverage, including Contractor as an alternate employer with respect to Work performed by Subcontractor's employees under the Subcontract Agreement.
- d. Coverage shall be included for all states in which Work is performed under the Subcontract Agreement.
- e. Subcontractor shall carry the following coverages if applicable to the scope of work under the Subcontract Agreement and if required by law: U.S. Longshoremen & Harbor Workers Act, Defense Base Act, Outer Continental Shelf Act, Federal Employers Liability Act, Maritime Liability coverage, including Transportation, Wages, Maintenance and Cure, Jones Act, Death on the High Seas Act, and In REM with the greater of statutory limits or at least of:
 - i. One Million Dollars (\$1,000,000) each accident or disease.

Employer's Liability Insurance with limits of at least

- f. One Million dollars (\$1,000,000) for bodily injury by accident, each accident, and bodily injury by disease, each employee and policy limit. If Work is performed in monopolistic states (including Ohio, North Dakota, Washington and/or Wyoming), Subcontractor shall carry Stop Gap Employers Liability for such states with limits not less than One Million Dollars (\$1,000,000) each accident or disease.
- **D.** Umbrella/Excess Liability insurance written on an occurrence form with limits in the amount of:
 - a. **Mechanical, Electrical, Plumbing, Fire Suppression, and Shell Trade Contractors:** Five Million Dollars (\$5,000,000) per occurrence and in the annual aggregate excess of, and on terms not more restrictive than, underlying CGL, Commercial Automobile Liability, and Employers Liability insurance, and meeting the above stated requirements for such coverages.

b. All other Contracts:

- i. Low Risk Scopes: Two Million Dollars (\$2,000,000) per occurrence and in the annual aggregate excess of, and on terms not more restrictive than, underlying CGL, Commercial Automobile Liability, and Employers Liability insurance, and meeting the above stated requirements for such coverages.
- **ii. Medium Risk Scopes:** Three Million Dollars (\$3,000,000) per occurrence and in the annual aggregate excess of, and on terms not more restrictive than, underlying CGL, Commercial Automobile Liability, and Employers Liability insurance, and meeting the above stated requirements for such coverages.



- E. Commercial Property insurance <u>if required</u> by the Subcontractor Documents or Contractor, coverage to protect against the loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Subcontractor, to be issued on a Special Perils and replacement cost basis, in an amount sufficient to cover all Contractor- and Owner-owned property in the care, custody, and control of Subcontractor.
- F. Crime or Fidelity insurance <u>if required</u> by the Subcontractor Documents or Contractor, covering employee dishonesty and computer fraud including, but not limited to, dishonest acts of Subcontractor, its employees, agents, subcontractors and anyone under Subcontractor's supervision or control. Subcontractor shall be liable for money, securities or other property of Contractor, with limits of not less than:
 - a. Two Million Dollars (\$2,000,000); such coverage shall include an owner coverage endorsement for Contractor, Owner and Owner's customers. Contractor shall be included as a loss payee.
- **G. Professional Liability/Errors & Omissions** <u>if required</u> by the Subcontract Documents or Contractor, insurance covering all professional services included but not limited to architectural, engineering or other professional services, including Testing Services Agreement or Design Build Subcontract, as a part of Subcontractor's Work, shall provide coverage for claims arising out of Subcontractor's errors, omissions, rendering or failure to render Work or provision of products under the Subcontract Agreement with limits of not less than:
 - a. Two Million Dollars (\$2,000,000) per claim and in the annual aggregate. If applicable to the scope of Work, such policy shall include, but not be limited to, coverage for the configuration or operation of computer or data networks.
- **H.** Contractor's Pollution Liability (CPL) <u>if required</u> by the Subcontract Documents or Contractor, insurance covering any disposal, removal, or remediation of any hazards or non-hazardous materials in the amount of:
 - a. One Million Dollars (\$1,000,000) per occurrence and in the aggregate, including, but not limited to, coverage for sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants and include coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, natural resource damage, clean-up costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, all in connection with loss arising from Subcontractor's Work provided under the Subcontract Agreement.
- I. Cyber Liability insurance <u>if required</u> by the Subcontract Documents or Contractor, insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious code, consumer notification, whether or not required by law, forensic investigations, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security,



information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law with limits in the amount of:

- a. Two Million Dollars (\$2,000,000) per claim and in the annual aggregate.
- J. Riggers Liability insurance if required with minimum limits of:
 - a. One Million Dollars (\$1,000,000) per occurrence and in all cases equal to at least the value of the highest total value of property in Subcontractor's care, custody, and/or control at any one time; any policy exclusion or limitation relating to boom collapse or overload deleted;
 - b. if Umbrella/Excess limits are required to meet limit requirements, that Subcontractor's Umbrella/Excess Liability policies shall provide coverage over Riggers Liability.
 - c. Alternatively, such coverage may be provided under Subcontractor's property policy.
- K. Marine Liability Insurance <u>if required</u> by Subcontract Documents or Contractor, insurance coverage for operation or charter of any vessel, or any other operations on or under the water, coverage shall include:
 - Protection & Indemnity insurance with a limit of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage including coverage for Crew (or separate Maritime Employer's Liability) and passengers, Collision/Towers Liability, Contractual Liability, Cargo Legal, In Rem, Wreck Removal, and Pollution Liability.
 - b. Hull and Machinery insurance or all vessels used in the scope of Work under this Agreement, in amounts equal to the fair market value of the applicable vessel(s) owned and/or operated by or for the Service Provider. Hull and Machinery shall include coverage for Additional Perils & War, Strikes, Riots & Civil Commotions.
 - c. Vessel Pollution Liability including liability for bodily injury and property damage for all vessels and/or barges of any size used in the scope of work under the Subcontract Agreement with limits of at least Ten Million Dollars (\$10,000,000) per vessel per occurrence and in the aggregate.
- L. Aviation Insurance <u>if required</u> by Subcontract Documents or Contractor, insurance coverage for the operation of any aircraft, For the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft, Subcontractor shall:
 - a. Maintain (or require aircraft owner or operator to maintain), and Subcontractor shall furnish proof of, Aircraft Liability insurance with minimum limits of Ten Million Dollars (\$10,000,00) per occurrence for bodily injury and property damage for all aircraft
 - b. Unmanned aircraft systems, minimum limits of Two Million Dollars (\$2,000,000) for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)
 - c. Such policy shall include contractual liability covering all owned and non-owned aircraft;



- d. If the party providing the Aircraft Liability insurance is not Subcontractor, then Subcontractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against Contractor, Owner and any other indemnified parties and (b) name Contractor and such other parties as additional insureds to the extent of the liabilities assumed by such party under the Subcontract Agreement or any other agreement directly connected with the Work contemplated by the Subcontract Agreement;
- e. Subcontractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.
- M. Railroad Protective Liability policy, <u>if required</u> by Subcontract Documents or Contractor, then Subcontractor, at Contractor's request, will purchase Railroad Protective Liability insurance listing railroad as named insured with limits of not less than the limit required by the Prime Contract or Railroad.

NOTE: <u>All</u> required Commercial Liability Insurance, Business Automobile Liability, Commercial Pollution Liability (if provided), Aircraft Liability (if provided), Cyber (if provided), and Umbrella/Excess Liability policies shall include Contractor and all those that the Subcontractor is required to indemnify under the Agreement, the Subcontract Agreement, this Exhibit, any other Subcontract Document, and any other person or entity designated by Contractor, as additional insureds on a primary and non-contributory basis over any insurance, deductibles, self-insured retentions and/or self-insurance maintained by the additional insureds for liability arising out of Subcontractor's Work. All such policies shall include severability of interests/separation of insureds provisions and shall not contain any cross-suit liability exclusions. Such additional insured coverage under the Commercial General Liability and Umbrella/Excess Liability insurance shall be provided using ISO CG 20 10 10 01 and CG 20 37 10 01 forms, or their equivalents.

ACORD [®] CERTIFICATE	OFINSURANCE	ISSUE DATE (MM/DD/YY)			
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATER OF INFORMATION ONLY AND CONFERS TO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
	COMPANIES AFFORDING COVERAGE				
	COMPANY A				
	COMPANY B				
SAMPLE CERTIFICATE	COMPANY C				
	COMPANY D				

COVERAGES

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, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
Α	GENERAL LIABILITY			DOL LOV			GENERAL AGGREGATE	\$2,000,000		
		х	х	POLICY NUMBER			PRODUCTS - COMP/OP AGG	\$2,000,000		
	CLAIMS MADE CCUR						PERSONAL & ADV INJURY	\$1,000,000		
	OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE	\$1,000,000		
							FIRE DAMAGE (Any one fire)	\$50,000		
							MED EXP (Any one person)	\$10,000		
В	AUTOMOBILE LIABILITY	x	x	POLICY NUMBER			COMBINED SINGLE LIMIT	\$1,000,000		
	ALL OWN AUTOS	X	X				BODILY INJURY (Per Person)			
	HIRES AUTOS						BODILY INJURY (Per accident)			
							PROPERTY DAMAGE			
с	EXCESS LIABILITY	x	x	POLICY NUMBER			EACH OCCURRENCE AGGREGATE	As required per Subcontract		
	OTHER THAN UMBRELLA FORM									
D	WORKERS COMPENSATION						AGGREGATE			
	AND EMPLOYER' LIABILITY		X POLICY	POLICY NUMBER			EACH ACCIDENT	\$1,000,000		
	THE PROPRIETOR/PARTNERS/			~					DISEASE – POLICY LIMIT	\$1,000,000
	EXECUTIVE OFFICERS ARE: EXCL						DISEASE – EACH EMPLOYEE	\$1,000,000		
	OTHER							As required per Subcontract		

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS: RE: Lemartec Job # and Project Name & Description. All parties required to be names in the Subcontract shall be names as additional insureds to the General Liability, The Automobile Liability and in the Umbrella/Excess policies and apply to both on-going and completed operations per forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent) as their interest may appear. All [policies herein are primary and non-contributory to any insurance available to the additional insureds. Waiver of Subrogation in favor of all parties required to be names in the Subcontract applies to the General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation policies. A 30-day notice of cancellation must be mailed to the certificate holder to all policies hereon.

CERTIFICATE HOLDER	CANCELLATION		
Lemartec Corporation 3390 Mary Street, Suite 166 Coconut Grove, Florida 33133 ATN: Procurement Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVSIONS. AUTHORIZED REPRESENTATIVE		
ACORD 25-S (1/95) ACORD OPERATION 1998			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Location And Description of Completed Operations: On File With Company

Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations haz-ard".