

EXHIBIT G

Insurance Requirements

[with CCIP]

SECTION I – GENERAL INSURANCE REQUIREMENTS

A. **CCIP.** Contractor has implemented a Contractor Controlled Insurance Program (“**CCIP**”) to furnish certain insurance for the Subcontractor Work to be performed at the Project Site. The insurance included in the CCIP is generally described in Section III of this Exhibit. No type of insurance other than that set forth in Section III and in the CCIP Manual, described below, is furnished by Contractor for the benefit of Subcontractor.

B. **Subcontractor-Furnished Insurance for all Enrolled Subcontractors.** Notwithstanding the CCIP, prior to the start of the Subcontractor Work, each Subcontractor who is enrolled in the CCIP shall, at its sole cost and expense and without limiting its obligations or liabilities under the Subcontract Documents, obtain and maintain in effect, and provide evidence to Contractor that the same is in effect, the minimum insurance coverages, terms, riders and amendments set forth in Section II of this Exhibit, with an insurance company or companies licensed to do business as required by Applicable Law and otherwise acceptable to Contractor. Workers’ Compensation, Employers’ Liability, General Liability and Excess Liability coverages shall apply to exposures occurring *off-site* of the Project Site. Contractor may withhold progress payments if these insurance requirements are not met. Such insurance shall have annually renewing minimum policy limits and terms required by Section II.

C. **Subcontractor-Furnished Insurance for all Non-Enrolled Subcontractors.** Notwithstanding the CCIP, prior to the start of the Subcontractor Work, each Subcontractor who is not enrolled in the CCIP shall, at its sole cost and expense and without limiting its obligations or liabilities under the Subcontract Documents, obtain and maintain in effect, and provide evidence to Contractor that the same is in effect, the minimum insurance coverages, terms, riders and amendments set forth in Section II, with an insurance company or companies licensed to do business as required by Applicable Law and otherwise acceptable to Contractor. Contractor may withhold progress payments if these insurance requirements are not met. Such insurance shall have annually renewing minimum policy limits and terms required by Section II. In the event that Subcontractor is not eligible to participate in the CCIP, Subcontractor’s general liability and excess liability policies must not have exclusions related to the Project.

SECTION II - SUBCONTRACTOR-FURNISHED INSURANCE

A. **Minimum Required Coverages.** Subcontractor shall obtain and maintain the following minimum coverages:

1. **Workers’ Compensation and Employer’s Liability Insurance.** Workers’ compensation insurance shall be provided covering all employees, workers and sole-proprietors of Subcontractor directly or indirectly engaged in any on-site and off-site activities in connection with the Agreement in accordance with all statutory requirements (whether now existing or hereafter imposed) of all states with jurisdiction over such employee-employer relationship. Such insurance shall be written for the required statutory amounts and be endorsed to include voluntary compensation and all states coverage. Where applicable, coverage shall include United States Longshoremen & Harborworkers Act coverage and Jones Act/Maritime Employer’s Liability coverage. In addition, employer’s liability insurance, including occupational disease coverage, shall be provided with policy limits of not less than the following limits:

US \$500,000 Each Accident - Bodily Injury by accident
US \$500,000 Each Employee - Bodily Injury by disease
US \$500,000 Policy Limit - Bodily Injury by disease

If the Subcontractor leases one or more employees through the use of a payroll, employee management, or other similar company, then the Subcontractor must procure worker’s compensation insurance written on an “if any” policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers’ compensation coverage provided to the leased employee by the payroll, employee management, or other similar company.

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2. Commercial General Liability Insurance. Commercial general liability insurance shall be provided on ISO Coverage Form CG 00 01 04 13 or broader policy, on an occurrence basis, providing standard coverage up to the policy limits for all sums which the insureds shall become legally obliged to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of any operations carried on in connection with the Agreement.

Minimum Limits: \$1,000,000	Each Occurrence;
\$1,000,000	Personal & Advertising Injury;
\$2,000,000	Products/Completed Operations Aggregate;
\$2,000,000	General Aggregate

Such policy will include but not be limited to:

- (1) General Aggregate Limit applies per project
- (2) Premises and Operations Coverage
- (3) Products and Completed Operations Coverage
- (4) Blanket contractual coverage
- (5) Broad Form Property Damage coverage
- (6) Separation of Insureds Clause (Severability of Interests)
- (7) An endorsement affording thirty (30) days' notice of cancellation to Contractor of cancellation or reduction in coverage.
- (8) An endorsement providing that such insurance as is afforded under Subcontractor's policy is primary insurance as respects Contractor and that any other insurance maintained by Contractor is excess and non-contributing with the insurance required hereunder.
- (9) An additional insured endorsement adding as an additional insured the Additional Insureds as respects liabilities arising out of Subcontractor Work (including Products/Completed Operations) on the ISO CGL Endorsement CG 20 10 04 13 plus CG 20 37 04 13, or equivalent, extending coverage to products & completed operations for General Liability.

The policy will not contain a subsidence or punitive damages exclusion, except in states where legally allowable. Modified Occurrence Liability Policies are not acceptable. Claims made general liability policies are not acceptable.

3. Comprehensive Automobile Liability Insurance. A comprehensive automobile liability policy shall be provided on a standard form providing coverage for bodily injury, property damage and uninsured motorists for all occurrences whether occurring at Owner's or Contractor's property or elsewhere. Such insurance shall cover the use of all owned, borrowed, non-owned and hired vehicles used in connection with the Subcontractor Work and shall be endorsed for contractual liability. If Subcontractor's scope of services includes the transportation of hazardous materials to or from the Project site, Subcontractor shall be required to include pollution coverage by procuring and continuously maintaining current editions of endorsements MCS-90 and CA 9948, or their equivalents.

Minimum Limits: US \$1,000,000 combined single limit

4. Aircraft/Watercraft and Liability Insurance. If Subcontractor or any of its Sub-subcontractors or agents will operate aircraft or watercraft in the scope of the Work, a policy of aircraft and watercraft insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage for aircraft and watercraft applicable to all owned, non-owned and hired aircraft and watercraft.

Minimum Limits: US \$5,000,000 combined single limit per occurrence

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If Subcontractor or any of its Sub-subcontractors or agents will operate an Unmanned Aerial Vehicle (“UAV”), a policy of UAV insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage on an “occurrence” basis with a combined single limit per occurrence of \$5,000,000. This coverage may also be provided by endorsement to a Commercial General Liability policy.

5. Professional Liability Insurance. If Subcontractor or any of its Sub-subcontractors or agents will provide any design, engineering or other professional services under the Subcontract Documents, professional liability insurance shall be provided covering Subcontractor and Sub-subcontractors, and their respective professionals, for liability for negligent acts, errors, or omissions, arising out of the performance of the Subcontractor Work. The policy shall contain a blanket endorsement for contractual liability and afford coverage on a claims made basis:

Minimum Limits: US \$1,000,000 combined single limit for each occurrence
US \$2,000,000 annual aggregate limit

All coverage shall be retroactive to the earlier of the date of the Agreement or the commencement of any services furnished under the Agreement and shall be maintained for a period of three (3) years after the date of final payment under the Agreement. Retroactive date of such policy must be on or before the date Subcontractor or its Sub-subcontractors began offering professional services.

6. Excess Liability Insurance. An excess liability insurance policy will be provided on a following form basis. The policy shall have annually renewing minimum policy limits per occurrence of not less than:

Minimum Limits: US \$5,000,000 per occurrence and annual aggregate limits

(includes general liability coverage for Premises & Operations, Independent Contractors, Completed Operations; Occurrence policy form. Does not exclude X, C, or U (Explosion, Collapse or Underground)

When approved in advance by Contractor, the policies provided for in this *Exhibit* may have policy limits lower than indicated above if the excess liability insurance policy limits provided by Subcontractor, when combined with the corresponding underlying policy limits, total at least the sum of all required minimum policy limits required by this *Exhibit*.

7. EIFS Work. If the Subcontractor is performing EIFS or synthetic stucco work, the Subcontractor’s general liability and excess liability insurance policies must include coverage for EIFS or synthetic stucco work.

8. Other Insurance. If additional insurance coverage or greater policy limits are required by the Prime Contract or Work Authorization Notice, said provisions of the Prime Contract or Work Authorization Notice shall control.

B. Additional Provisions. All insurance maintained by Subcontractor or any Sub-subcontractor shall comply with the following:

1. Deductibles. Deductible levels for all required insurance will be commercially reasonable and subject to Contractor’s reasonable approval. Without limiting the foregoing, unless approved in writing by Contractor, Subcontractor represents that its deductibles and self-insured retention limits, if any, under the insurance policies required to be obtained by Subcontractor by this Exhibit, do not together exceed U.S. \$25,000. Subcontractor shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder’s risk policies carried by Contractor or Owner for occurrences caused by Subcontractor) and all self-insured retention amounts retained by Subcontractor. Any self-insured retention must be clearly identified as such on the Certificate of Insurance and is subject to Contractor’s prior approval. Contractor shall have the right and ability to satisfy any self-insured retention requirements. All deductible and self-retention amounts must be clearly identified as such on the certificate of insurance provided to the Contractor.

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2. Primary, Non-Contributing Insurance. All insurance policies required to be provided by Subcontractor shall be endorsed to provide that they are primary without right of contribution from Contractor or Owner or by any insurance otherwise maintained by Contractor or Owner, and not in excess of any insurance issued to Contractor or Owner.

3. Additional Insureds. All policies required to be provided by Subcontractor (except worker's compensation and professional liability insurance policies) shall list as additional insureds (the "Additional Insureds") Contractor, Owner and all parties required by the Prime Contract.

Any endorsements providing coverage for the Additional Insureds in accordance with this Section shall be on CG20 10 04 13, or equivalent, endorsement forms and shall not exclude the Additional Insureds from the policies' products and completed operations hazard coverage. The Additional Insureds' status shall continue without interruption through the statute of repose or statute of limitations in the state in which construction occurs.

4. Waiver of Subrogation. Subcontractor, for itself and all of its Sub-subcontractors, and all of their respective agents and employees, waives all rights of subrogation, and Subcontractor shall cause each insurer, to waive their rights of subrogation as to Contractor, Owner, the Project architect and engineers, the Additional Insureds and their respective contractors, consultants, agents and employees. Without limiting the foregoing, all of Subcontractor's policies of insurance (except for professional liability insurance), shall be endorsed to provide a complete waiver for the benefit of Contractor and Owner of (i) any right of recovery which the insurer may have or acquire against Contractor or Owner or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies and (ii) any lien or right of subrogation which the insurer may have or acquire for payments made or to be made to any person or entity who asserts a claim against Contractor or Owner or any of its affiliates, or its or their employees, officers or directors.

5. Self-Insurance. Without limiting the foregoing, Subcontractor's insurance obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions approved in advance in writing by Contractor, in its sole discretion, provided that such programs and retentions shall not in any way limit liabilities assumed by Subcontractor under the Subcontract Documents.

6. Cross-Severability Clause. The policies required of this Exhibit (excluding workers' compensation and professional liability insurance policies) shall be endorsed to state that the inclusion of more than one insured under such insurance shall not operate to impair the rights of one insured against another insured and (except for the applicable aggregate policy limits) the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.

7. Sub-subcontractor Insurance. Unless otherwise agreed in writing by the parties hereto, should any of the Subcontractor Work be sublet, Subcontractor shall require each of its Sub-subcontractors of any tier to carry the aforementioned coverages, including the requirement to add the Additional Insureds as additional insureds with the forms specified, or Subcontractor may insure Sub-subcontractors under its own policies, and shall provide evidence of the same to Contractor prior to commencing the Subcontractor Work. It is also required that the Additional Insureds be indemnified by every Sub-subcontractor at every tier using the exact wording agreed to in the indemnity sections of the Subcontract Documents.

8. Evidence of Coverage. Prior to furnishing any Subcontractor Work, Subcontractor shall have the insurance companies prepare, execute and deliver to Contractor a Certificate of Insurance in form reasonably acceptable to Contractor certifying that all coverages and terms required herein have been obtained. Such Certificates of Insurance shall evidence that the policies affording these coverages shall not be terminated, cancelled, or changed in a material manner by the insurers without thirty (30) days prior written notice to Contractor, and indicate that the Additional Insureds have been named as additional insureds, and that the policies provide for a waiver of subrogation in favor of such Additional Insureds. In addition, a certified copy of the policy or policies, detailed binders and/or endorsements shall be provided to Contractor on request. The approval of insurance or such verification shall neither relieve nor decrease the liability of Subcontractor.

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9. Insurance Term. All required coverages, except workers' compensation and automobile liability, including the Additional Insured coverage, will be maintained by Subcontractor and its Sub-subcontractors for the period of the Statute of Repose in the State where the Project is located.

10. Cancellation of Insurance. Subcontractor shall immediately notify Contractor regarding the occurrence of any of the following events: (i) the cancellation or non-renewal of any policy; (ii) the failure to pay any premium payment; (iii) the failure, for any reason, to maintain any policy required to be maintained by this Exhibit; or (iv) any material change in any insurance policy or coverage. If Subcontractor fails or neglects to obtain or renew the required insurance and furnish evidence thereof to Contractor with an acceptable Certificate of Insurance form, Contractor shall have the right (but not the obligation) without any notice and cure period: (a) to procure such insurance and reduce any amount payable to Subcontractor by the cost thereof, or alternatively, collect such amount from Subcontractor; or (b) to deem such failure or neglect on the part of Subcontractor as a material breach of the Subcontract. Subcontractor shall not intentionally do, allow or permit anything to be done that will affect, impair or contravene any policies of insurance that may be in force hereunder. Subcontractor shall be solely responsible for and promptly pay when due, any and all premiums for all such insurance.

11. Qualifying Insurers. All coverages shall be issued by insurance companies selected by Subcontractor but acceptable to Contractor. Insurers shall be licensed in the state in which the services or work is to take place, of recognized good standing and hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Contractor. If such rating for an insurer ever falls below AM Best A-VII, a replacement insurer shall be obtained and a new certificate of insurance shall be provided to Contractor within thirty (30) days at Subcontractor's expense.

12. Minimum Requirements. The types of coverages and minimum limits of liability to be provided by Subcontractor and described in this Exhibit are a separate obligation of Subcontractor, and are based on current economic conditions. Contractor reserves the right from time to time to require reasonable additions to or increases in such coverage that it deems necessary. Coverages under blanket policies may be extended by endorsements provided the insurers meet the requirement stipulated herein. If Subcontractor has greater limits than required by the Contract, Contractor will have access to full limits and not be limited to these requirements.

13. Approval By Contractor. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Subcontractor and any approval of said insurance by Contractor or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subcontractor pursuant to the Subcontract Documents, including but not limited to the provisions concerning indemnification.

14. Right to Withhold Payments. Contractor reserves the right to withhold payments to Subcontractor in the event of material noncompliance with the insurance requirements outlined in this Exhibit.

15. Failure to Pay. Irrespective of the requirements for insurance to be secured and maintained hereunder; the insolvency, bankruptcy or failure of any insurance company carrying insurance of Subcontractor; or the failure of any insurance company to pay claims accruing, shall not affect, negate or waive any of the provisions of the Subcontract Documents including, without exception, the indemnity obligations of Subcontractor.

16. Claims. If Contractor notifies Subcontractor in writing of the need for Subcontractor to make a claim on any of its insurance policies, and the particulars of such claim, Subcontractor shall make such a claim with its insurer.

17. Non-waiver. No insurance maintained by Subcontractor or any Sub-subcontractor and nothing contained in the insurance provisions of the Subcontract Documents or this Exhibit shall in any way limit or waive Subcontractor's or a Sub-subcontractor's liability or responsibility. Failure of Subcontractor to comply with the foregoing insurance requirements shall in no way waive its obligations or liabilities under the Subcontract Documents or the rights of Contractor against Subcontractor.

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SECTION III – CONTRACTOR-PROVIDED INSURANCE

A. **CCIP.** Contractor, at Contractor’s sole option and cost, has implemented a Contractor Controlled Insurance Program (“**CCIP**”) to furnish certain insurance for the Subcontractor Work to be performed on the Project site. The insurance included in the CCIP is generally described on *Attachment A* to this Exhibit. No type of insurance other than that set forth in *Attachment A* and in the CCIP Manual is furnished by Contractor for the benefit of Subcontractor.

B. **Contractor Policies and Procedures.** BY EXECUTING THIS EXHIBIT, SUBCONTRACTOR REPRESENTS AND WARRANTS THAT IT HAS SUCCESSFULLY DOWNLOADED THE MOST RECENT VERSIONS OF CONTRACTOR’S HEALTH, SAFETY, ENVIRONMENTAL AND OTHER POLICIES AND PROCEDURES, INCLUDING CONTRACTOR’S CCIP MANUAL (THE “**CCIP MANUAL**”) FROM THE “SUBCONTRACTOR” TAB ON THE FOLLOWING WEBPAGE:

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HAS REVIEWED THE SAME AND ANY OTHER CONTRACTOR POLICIES AND PROCEDURES OTHERWISE PROVIDED BY CONTRACTOR TO SUBCONTRACTOR, HAS ASKED QUESTIONS AND RECEIVED ANSWERS WITH RESPECT TO SUCH POLICIES AS NEEDED, AND HAS FULLY READ AND UNDERSTANDS ALL SUCH POLICIES AND PROCEDURES. SUBCONTRACTOR AGREES TO PROVIDE THE SUBCONTRACTOR WORK IN COMPLIANCE WITH SUCH POLICIES AND PROCEDURES. SUBCONTRACTOR AGREES TO PRINT AND MAINTAIN COPIES OF ALL SUCH POLICIES AND PROCEDURES IN ITS MAIN OFFICE AND AT ALL PROJECT LOCATIONS AND EDUCATE ITS EMPLOYEES AND ALL SUB-SUBCONTRACTORS REGARDING THE REQUIREMENTS SET FORTH THEREIN. SUBCONTRACTOR AGREES TO CHECK THE ABOVE-REFERENCED WEBSITE ON A REGULAR BASIS FOR UPDATES AND AGREES TO BE BOUND BY AND COMPLY WITH SUCH UPDATES SO LONG AS THEY DO NOT MATERIALLY AND ADVERSELY AFFECT THE COST TO SUBCONTRACTOR OF PERFORMING THE SUBCONTRACTOR WORK.

C. **Coverage.** The description of CCIP insurance coverages set forth in this Exhibit is for informational purposes only; the specific terms and conditions of coverage are set forth in the respective insurance policies comprising the CCIP which shall control the rights and obligations of the “insured” parties in the CCIP. Subcontractor has the responsibility to review and obtain appropriate insurance and legal counsel regarding the CCIP. Contractor makes no representations regarding the nature, quality or limits of the CCIP and Subcontractor expressly acknowledges the lack of reliance upon any representations made by Contractor or its representatives regarding the nature, quality or limits of insurance provided by the CCIP. Subcontractor shall hold Contractor and its representatives, including, but not limited to, insurance brokers and/or agents, risk managers and attorneys, free and harmless from any and all claims asserting or alleging that the type and/or amount of coverage provided under the CCIP is inadequate or insufficient. The CCIP is intended to be the primary source of coverage for the risks covered and shall assume primary position to Subcontractor’s insurance in the covered areas of risk. Any higher limits or other coverage that Subcontractor or its Sub-subcontractor’s may be required by law to carry or may need for their protection, shall be at their own expense.

D. **Covered Persons.** The CCIP is for the benefit of Contractor and its Subcontractors of all tiers who have employees or subcontractors at the Project site and are enrolled in the CCIP, but only with respect to the Subcontractor Work performed at the Project site. The CCIP does not extend to the activities or products of suppliers, vendors, material dealers, haulers and transporters whose work location is at a location other than the Project site, or who are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials at the Project site. If, however, such suppliers, vendors or materials dealers install their goods or contract with subcontractors to install their goods on the Project site, those employees or subcontractor’s employees must be enrolled in the CCIP. The CCIP does not include fabrication, manufacturing or other operations away from the Project site. Any person providing professional services for a Project, and any abatement contractors, surveyors, and design and testing firms, are not covered by the CCIP. Such persons or entities are required to provide their own insurance. Notwithstanding the foregoing, Contractor reserves the right, in its sole discretion, to exclude any Subcontractor or Sub-subcontractor from the CCIP.

E. **Enrollment.** Prior to providing any Subcontractor Work at the Project site, Subcontractor shall satisfy all requirements for enrollment in the CCIP, including completing and submitting to the CCIP administrator (as designated by Contractor from time to time, the “**CCIP Administrator**”) the CCIP Enrollment Worksheets contemplated by the CCIP Manual (the “**Enrollment Worksheet(s)**”). Subcontractor shall be responsible to ensure that it and its Sub-subcontractors comply in all respects with the

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enrollment requirements for the CCIP before any onsite activities occur at the Project site. Subcontractor represents and warrants that the information provided in Enrollment Worksheets submitted to the CCIP Administrator is true, correct and complete in all respects. Upon the request of Contractor or the CCIP Administrator, Subcontractor shall provide copies of insurance records, policies, declaration pages of policies, endorsement page showing deductible amounts, insurance rating information, certificates of self-insurance, and such other documents as may be requested by the CCIP Administrator in order to assure the truth, accuracy and completeness of Subcontractor's insurance information and data. If these items are not timely furnished to the reasonable satisfaction of Contractor and the CCIP Administrator, the Subcontractor will be charged 3.25% to offset costs incurred by Contractor for Subcontractor's participation in the CCIP.

F. **Subcontract Price; Etc.**

1. Subcontractor represents and warrants that it has included in its bid for the Subcontractor Work, and will include in any Change Order for the Subcontractor Work, the cost of all insurance for both onsite and offsite work *as if the CCIP did not exist*, with the same coverages and limits as are set forth in Section II to this Exhibit. In consideration for the Contractor's agreement to include Subcontractor in the CCIP and pay the premiums for such coverage as provided in this Exhibit, Subcontractor will pay Contractor a monthly amount estimated to equal the cost of the insurance for onsite activities that Subcontractor, and its lower tier subcontractors, would otherwise have paid for such coverage for the immediately preceding month (the "**Premium Credit**"). At Contractor's option, such payment shall be made by Subcontractor in either cash or as credit against amounts otherwise payable to Subcontractor. The CCIP Administrator shall calculate the Premium Credit based on payroll, labor hours, contract value, or any other method Contractor deems to be consistent with the rating basis of Subcontractor's own insurance policies.

2. The CCIP Administrator will independently calculate the value of insurance premiums included within the Subcontractors' bid including its lower tier contractors. Subcontractor agrees to promptly pay to Contractor the incremental amount of any increased insurance premiums imposed on Contractor as a result of said information, data and/or audit(s), and any approved change orders issued in connection with the Subcontractor Work.

G. **Audit Rights.** Contractor, the CCIP Administrator and/or the CCIP insurance carrier(s) may, but are not required to, audit the records of Subcontractor and its Sub-subcontractors to confirm the truth, correctness and accuracy of the Enrollment Worksheet(s), payroll reports, and all referenced information and data. Contractor, the CCIP Administrator and insurance company(ies) and their respective representatives, may, among other things, use such information for the purpose of unit statistical filing by the insurer with the industry groups or other reporting agencies.

H. **Cooperation.** Subcontractor and its Sub-subcontractors shall cooperate with Contractor and the CCIP Administrator with regard to CCIP administration and operation. Such obligation shall include, but not be limited to, the following:

1. Complete and provide to the CCIP Administrator all forms and exposure information necessary to enroll in the CCIP. Subcontractor will be a CCIP participant upon completion of all enrollment requirements set forth in this Exhibit and in the CCIP Manual. Subcontractor will, whenever possible, use the CCIP Administrator's online system to complete enrollment, including uploading required enrollment documents;

2. Provide certificates of insurance for coverage required of Subcontractor as required by this Exhibit;

3. Notify Contractor in advance of its intent to award any contract to a Sub-subcontractor, and require any Sub-subcontractor providing any of the Subcontractor Work at the Project site to enroll in the CCIP. It is Contractor's intent to enroll in the CCIP all Subcontractors and Sub-subcontractors, other than those expressly excluded by the CCIP;

4. Bind each of its respective Sub-subcontractors to the insurance, indemnity and hold harmless provisions of the Subcontract Documents, including the provisions of the CCIP;

5. Not violate or knowingly permit violation of any conditions of the CCIP policies or insurance, and at all times satisfy the requirements of the insurance companies issuing them;

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6. No later than the fifth (5th) day of each calendar month prior to final completion of the Subcontractor Work, Subcontractor shall timely furnish Contractor and the CCIP Administrator, or their designees, with accurate monthly payroll data, actual hours worked, and other information for itself and its Sub-subcontractors related to the Project, and permit its books and records related to the Project to be audited by the CCIP Administrator and insurance company(ies) or their respective representatives. Subcontractor agrees to maintain separate payroll records and retain them for 3 years after final completion of the Subcontractor Work;

7. Comply with the applicable loss control (safety) and claim-reporting procedures;

8. Furnish to Contractor, the CCIP Administrator and Contractor's insurance carriers any additional information and documentation which may be required from time to time in connection with the issuance of any policies and renewal policies pursuant to the CCIP program; and

9. Promptly comply with the requirements, obligations and recommendations of Contractor, the CCIP Administrator or any insurance carrier, so that the CCIP may be properly administered and so that the Contractor's insurance carriers will continue to provide coverage under the CCIP.

If Subcontractor fails to comply with any such requirement, obligation or recommendation, or fails to submit information, data and documents as required by Contractor in the CCIP Manual, Contractor may, in addition to its other rights and remedies, withhold any payments due the Subcontractor until such time as Subcontractor has remedied such failure. Failure to supply all requested insurance documents will result in a flat 3.25% charge against the entire Subcontract Price to the Subcontractor.

I. **Claims.** Should a claim against an entity enrolled in the CCIP be made, Contractor, in consultation with the insurance carriers, shall have unilateral authority and entitlement to select counsel to represent the insureds' interests. Subcontractor hereby waives any potential or actual conflict of interest in the selection of counsel by Contractor. Subcontractor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of or related to the Subcontractor Work and shall cooperate with Contractor, the CCIP Administrator and insurance carriers in the adjustment, settlement, arbitration or litigation of all said claims, including but not limited to providing light or modified duty for injured workers, appearances in arbitration or court proceedings and/or participating in settlement conferences as may be required. Failure to comply with the Accident Reporting and Claims Procedures outlined in the CCIP Manual will result in a flat fee of \$5,000 to be paid by the Subcontractor to Contractor for costs incurred to manage the claim.

J. **Loss Sharing.** Each enrolled Subcontractor involved in a claim covered by the Commercial General Liability Policy under the CCIP will be responsible to share in all costs associated with the investigation and settlement of said claim insured by the CCIP, including defense costs for losses to the extent caused in whole or in part by Subcontractor or a Subcontractor Party. Subcontractor shall pay the amount of the deductible under Subcontractor's Commercial General Liability Policy at the time the Subcontract is issued giving rise to claim is issued to the extent of the fault of any of the Subcontractor Parties, as determined by Contractor, with a minimum payment due of \$2,500.

K. **Application to Sub-subcontractors.** Subcontractor agrees to include this Exhibit and accompanying CCIP Manual, in their entirety, in any lower-tier subcontract executed by Subcontractor for any part of the Subcontractor Work and agree to enforce all requirements, obligations and recommendations as specified in this Exhibit, including but not limited to the completion of all required and necessary CCIP enrollment forms, change order forms, insurance applications, prompt and full compliance with all audit requests, claim reporting and adjustment/settlement procedures and full participation in and compliance with safety, loss prevention and control programs implemented by or at the request of Contractor, the CCIP Administrator and insurance company(ies) or their respective representatives, and/or as required by any local, state or federal laws. Subcontractor is responsible for its Sub-subcontractors compliance with the requirements of this Exhibit and the CCIP Manual.

L. **Termination/Modification of CCIP.** While it is the intent of Contractor to keep the CCIP in force throughout the performance of the Subcontractor Work, insurance marketplace conditions or other circumstances beyond Contractor's control, as determined by Contractor in its sole discretion, may require termination or modification of the CCIP. In such event, Contractor reserves the right to terminate or modify the CCIP or any portion thereof. To exercise this option, Contractor shall provide at least

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forty-five (45) days' advance written notice to Subcontractor and, at Contractor's option, will provide replacement coverage or will require Subcontractor to obtain replacement insurance coverage as required. If Contractor requires Subcontractor to obtain replacement insurance, Subcontractor and its Sub-subcontractors will be required to immediately obtain replacement insurance coverage and the reasonable actual auditable cost of such approved replacement insurance will be reimbursed by Contractor. Subcontractor shall submit to Contractor written evidence satisfactory to Contractor that such insurance is in force prior to the actual termination date of the CCIP.

M. **Liabilities and Obligations.** The CCIP is not intended to and will not in any manner limit or qualify the duties, liabilities and obligations assumed by Subcontractor under the Subcontract Documents. Losses and claims against Subcontractor that are within the Loss Sharing provisions, are in excess of the policy limits, or are excluded from the insurance policies described in the CCIP are for the account of Subcontractor, to the extent of Subcontractor's duties, liabilities and obligations under the Subcontract Documents, including without limitation Subcontractor's indemnification obligations under the Subcontract Documents.

IN WITNESS WHEREOF, the parties have entered into this Exhibit as of the ____ day of _____, 20____, intending to be legally bound, and acknowledging and agreeing that except as expressly modified by this Exhibit, the terms and conditions of the Subcontract Documents remain in full force and effect.

CONTRACTOR:
LAYTON CONSTRUCTION COMPANY, LLC

SUBCONTRACTOR:
SUBCONTRACTOR NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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**Attachment A
TO
EXHIBIT G**

CCIP Coverage

The “CCIP” referred to in the foregoing Exhibit includes the following generally described insurance coverages:

A. The CCIP provides to enrolled Subcontractors and Sub-subcontractors the following insurance coverages with the following limits:

- **On-Site Workers’ Compensation/Employers’ Liability:**

- Statutory Workers’ Compensation
- \$1,000,000 Bodily Accident by Accident
- \$1,000,000 Bodily Accident by Disease – Each Employee
- \$1,000,000 Bodily Accident by Disease – Policy Limit

- **On-Site General Liability with limits specific to this Project:**

- \$2 million per Occurrence
- \$4 million General Aggregate
- \$4 million Products/Completed Operations Aggregate

The General Aggregate reinstates annually.
There is a separate annual cap of \$20 Million for the General Aggregate

- **On-Site Excess Liability Insurance on a form following basis**

- \$75,000,000 Each Occurrence
- \$75,000,000 Per Project Annual Aggregate
- \$75,000,000 Per Project Products/Completed Operations Aggregate

- 10 year completed operations tail following Substantial Completion or Statute of Repose, whichever is less.
- The CCIP Manual provides a more detailed summary of policy terms and conditions. In addition, copies of policies are available to Subcontractor upon written request sent to the CCIP Administrator.

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Subcontractor
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