

INSURANCE REQUIREMENTS FROM ALL TRUCKING COMPANIES

Trucking company (hereinafter "Subcontractor") shall procure and maintain the following insurance throughout the term of the Purchase Order. Insurance shall be purchased from a company licensed to do business in the state where the Services are to be performed and are located and shall be written for the limits of liability specified below. The types of claims, required coverage and limits of liability are as follows:

- a) **Workers Compensation/Employers Liability:** Claims under Workers' Compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverage shall include Coverage A for statutory benefits and Coverage B Employers Liability or Stop Gap when applicable at the limits below:
 - i. Bodily Injury Each Accident \$1,000,000
 - ii. Bodily Injury by Disease - Policy Limit: \$1,000,000
 - iii. Bodily Injury by Disease - Each Employee: \$1,000,000
 - iv. Workers; Compensation coverage must extend to every employee, including all owners and officers of a closely held corporation and/or individuals operating as a sole proprietorship or partnership.

- b) **Commercial General Liability:** Insurance, coverage to be on "Occurrence" basis and not "Claims-Made", to provide coverage for Claims for damages because of bodily injury, occupational sickness or disease or death, by any person other than employees; Claims for personal injuries which are sustained by (1) any person as a result of an act or omission directly or indirectly related to the employment of such person by the Subcontractor, or (2) any other person; Claims for damages other than to the Project itself, because of injury to or destruction of tangible property including loss of use resulting therefrom. Insurance coverage shall include:
 - i. Premises - Operations
 - ii. Products - Completed Operations
 - iii. Blanket Contractual - As will cover the provisions of the Agreement including, but not limited to, any indemnity provisions
 - iv. Broad Form Property Damage
 - v. Personal Injury
 - vi. Blanket Explosion, Collapse and Underground Property Damage
 - vii. Operations of Independent Contractors
 - viii. Additional Insured as stated below

Policy Limits:
General Aggregate: \$2,000,000
Products/Completed Operations Aggregate: \$2,000,000 Personal Injury: \$1,000,000
Each Occurrence: \$1,000,000

- c) **Automobile:** Subcontractor shall provide automobile coverage for bodily injury or death of any person, or any property damage, arising out of the ownership or use of any motor vehicle, whether owned, hired or non-owned with limits of \$1,000,000.00 Combined single limit for each occurrence for bodily injury and death, or property damage. Policy will include Additional Insured coverage as stated below.

- d) **Umbrella/Excess:** Umbrella or excess liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate. Coverage will be excess limits that have been provided in paragraph a), b) and c). Coverage is a following form or as broad as the underlying coverage. The coverage limits required by paragraphs a), b) and c) above may be achieved using an Umbrella/Excess Liability policy in combination with primary Employer's Liability, General Liability and Automobile Liability policies.

e) Waiver of Subrogation: To the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Subcontractor, the Subcontractor's insurer shall agree to waive all rights of subrogation against the Shipper, its officers, officials, employees and volunteers for losses arising from work performed by the Subcontractor for Shipper for coverage referenced in a), b) and c).

f) Property/Content Coverage

Subcontractor will maintain all risk cargo insurance in the maximum amount of \$500,000 per shipment. This limit is for direct physical damage to the cargo/equipment/materials being transported.

g) Additional Insured Requirements:

1) The Commercial General Liability insurance policy shall be endorsed to name Shipper, as additional insured, using the Insurance Service Office, Inc. (ISO) endorsements (CG 20 10 04 13 and/or CG 20 37 04 13) or equivalent and only to the extent of Subcontractor's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Subcontractor in the subcontract, it being the express intent and understanding of the parties that the insurance and indemnity obligations under the subcontract are dependent upon one another and are not separate and distinct. Any requisite levels of coverage shall be construed as exact amounts and not minimums. Coverage to include claims for "Products/Completed Operations." The aforesaid policy or policies of insurance shall be considered primary insurance without recourse to or contribution from any similar insurance in place to the benefit of the aforementioned Additional Insureds to the extent of the indemnification obligations assumed by Subcontractor hereunder. Subcontractor shall provide evidence of the additional insured endorsements on the Acord Certificates.

2) The Automobile Liability insurance shall be endorsed to name Shipper as additional insured using Standard Insurance Service Officer (ISO) endorsements in accordance with Subsection (f)(1). Subcontractor shall provide evidence of the additional insured endorsement on the Acord Certificate.

h) **Insurance Certificate:** Within ten (10) days after the award of this Subcontract, Subcontractor shall email to the Contract Administrative Contact an insurance certificate reflecting the coverages and endorsements stipulated above. All updates to the insurance certificate shall also be emailed to the Contract Manager, including cancellations.

Hold Harmless and Indemnification

The Subcontractor shall assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, including the loss of use therefrom, to the extent of the fault or negligence of Subcontractor and its subcontractors in and during the execution of the Subcontractor's work under this Agreement or the use by the Subcontractor, his agents or employees of materials, equipment, instrumentalities or other property, whether the same be owned by Shipper, the Subcontractor or third parties. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless the Owner and the Shipper from and against all such claims, damages, losses and expenses, to the extent of the fault or negligence of Subcontractor and its subcontractors, arising out of or in any manner related to the Subcontractor's work, including without limitation the failure or alleged failure of the Subcontractor to perform any obligation under this Agreement and legal fees, costs, personnel costs, expert expenses, costs of collection and disbursements paid or incurred to defend any such claims or to enforce the provisions of this provision. The Subcontractor further agrees to procure, maintain, and pay for such general liability, contractual liability and employer's liability insurance, including endorsements, as will ensure the provisions of this section and other contractual indemnities assumed by the Subcontractor in this Agreement are insured by the coverages and limits specified in above.

In any and all claims against Shipper or any of their agents or employees by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone whose acts the Subcontractor may be liable, the indemnification under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.