

INSURANCE REQUIREMENTS: ADDENDUM NO 1

Subcontractor shall immediately send a copy of this addendum to its insurance broker for verification of compliance.

The following provisions are incorporated into this Subcontract dated _____ by and between the undersigned. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of this addendum and those of the above referenced Subcontract Agreement between the parties, this addendum shall govern. Required Certificates of Insurance and all required policy endorsements for Additional Insured and Waiver of Subrogation must be received prior to the commencement of all work under this Subcontract and must be valid throughout the warranty period of the Project. This addendum applies to Subcontractor and any lower tier subcontractors that Subcontractor may engage for the execution of this Subcontract. Failure of Subcontractor to provide Certificates of Insurance shall in no way limit or relieve Subcontractor of its duties and responsibilities in this Subcontract.

1. Insurance Requirements. Subcontractor agrees to obtain and maintain at all times during the term of this Subcontract, insurance policies written in accordance with the following coverage and with minimum limits of liability as required, but in no event that are less than those specified below:

a. Commercial General Liability and Property Insurance in minimum limits of \$1,000,000 for each injury or death of any person; \$1,000,000 for each accident or occurrence resulting in death or injury to any persons; and \$1,000,000 for each accident or occurrence for property damage, with an aggregate of \$2,000,000. The general aggregate of liability shall apply on a per project basis. Insurance provided shall include products/completed operations coverage with equivalent minimum limits, and shall include an insurer's Additional Insured and Waiver of Subrogation in favor of Owner and Contractor.

b. Comprehensive Automobile Liability Insurance Covering all owned, hired and non-owned automobiles with combined single limit Bodily Injury and Property Damage coverage in the minimum limit of \$1,000,000, or bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each occurrence and property damage limits in the aggregate amount of \$1,000,000.

c. Worker's Compensation And Employer's Liability Insurance as required by State Law, and which shall include an insurer's Waiver of Subrogation in favor of Owner and Contractor in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Subcontractor's employees under the U. S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

d. Other Insurance Coverage If Subcontractor's work requires special insurance and/or bonds to comply with any utility, railroad or governmental body or if awarding authority requires limits

of liability greater than in a. or b. above, Subcontractor agrees to obtain such additional coverage at its expense.

2. All policies of insurance obtained by Subcontractor pursuant to this addendum shall be “occurrence based” form of policy. The “claims made” form is unacceptable. Subcontractor shall pay the premiums for all such policies and with insurance companies rated as required by Owner but no less than a Best rating of A- or better.

3. Contractual Liability Coverage. Subcontractor’s insurance shall include contractual liability insurance, with no amendments to the definition of an insured contract, covering Subcontractor’s obligations under the Subcontract, including all indemnification provisions included in the Subcontract. Subcontractor’s insurance shall not include endorsement CG 2426/0704 (Amended Definition of Insured Contract) or equivalent.

4. Builder’s Risk Insurance. Contractor or Owner may provide, directly or indirectly, Builder’s Risk Insurance for the benefit of the Project upon such terms as they may determine at their sole discretion. In the event Builder’s Risk Insurance is provided, Subcontractor shall, in all cases, pay any deductible or self-insured retention pertaining to any Builder’s Risk Insurance claim. Contractor and Subcontractor hereby waive all rights against (a) each other and any of their respective subcontractors, sub-subcontractors, agents, and employees; (b) Owner and any of its separate contractors, agents, and employees; and (c) Architect and any of its consultants, agents, or employees, for loss or damage to the extent covered by such Builder’s Risk Insurance, except as to the rights of each to the proceeds of the Builder’s Risk Insurance. Except to the extent covered by Builder’s Risk Insurance, Subcontractor shall have sole responsibility for the proper storage and protection of, and assumes all risk of loss of, Subcontractor’s work and tools, materials, equipment, supplies, facilities, offices and other property at or off the project site. Subcontractor agrees not to look to Owner or Contractor for any loss or damage to such items.

5. Additional Insured Endorsements. The General Liability insurance policy shall include an endorsement, at least as broad as the CG 20 10 11 85 or its equivalent, as published by Insurance Services Offices (ISO), naming as additional insured Contractor, Owner and all other parties required to be named as additional insured’s by the Prime Contract and this Subcontract. If this specific form cannot be provided, the Additional Insured Endorsement must include wording specifying that coverage applies to “Products and Completed Operations”. “Ongoing Operations” or “Job Site Only” coverage will not be acceptable. As to all other liability insurance policies with exception to Professional Liability, similar provisions or endorsements for Additional Insured shall be included with Certificates of Insurance. Such endorsement(s) shall include wording that Subcontractor’s insurance is primary and the coverage provided by Contractor is non-contributing excess over any other applicable insurance.

6. Waivers of Subrogation. Subcontractor hereby waives all rights against (a) Contractor and its sureties, subcontractors, agents, and employees; (b) Owner and its separate contractors, agents and employees; and (c) all other parties for which such a waiver is required by the Prime Contract and/or this Subcontract, for loss or damage to the extent covered by the proceeds of any of the insurance

policies required under sections 1.a, above, excepting such rights as Subcontractor may have to the proceeds of such insurance. Subcontractor shall require similar waivers from its subcontractors and submit copies of these Certificates of Insurance to Genesis Environmental Solutions, Inc. Subcontractor shall provide Contractor with Waivers of Subrogation endorsements for each applicable policy of insurance consistent with the requirements of this provision. If additional Waivers of Subrogation are required by the Owner for insurance coverage required in this Subcontract and/or the Prime Contract, Subcontractor agrees to provide such waivers upon the request of Contractor.

7. Prior to the commencement of work under this Subcontract, Subcontractor agrees to furnish to Contractor signed originals of the insurance policies required to be maintained by Subcontractor under this addendum, together with:

a. A commitment by each insurance company providing insurance to notify Contractor thirty (30) days prior to the expiration, cancellation or any material change of their applicable insurance policy(ies), ten (10) days for non-payment of premium.

b. Additional Insured endorsements, as required by this addendum.

c. Waiver of Subrogation endorsements required by this addendum.

8. Certificates of Insurance for all policies of insurance required to be obtained and maintained by Subcontractor under this Subcontract shall:

a. Be delivered prior to the commencement of work under this Subcontract.

b. Be issued specifically for the following project and this description should appear on the face of the certificates:

Project Number :

Project Name :

Project Location :

c. Have words, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" crossed out from the Cancellation Section of the certificate.

d. Name Contractor as the Certificate Holder.

e. Have attached, as applicable, a separate Additional Insured Endorsement, which shall name as additional insured's Contractor, Owner and all other parties required to be named as additional insured's by the Genesis Environmental Solutions, Inc and this Subcontract, using ISO additional insured

endorsement CG 20 10 11 85 or its equivalent; and include wording that Subcontractor's insurance is primary and that the coverage provided by Contractor is non-contributing excess over any other applicable insurance.

f. Have attached, as applicable, separate Waiver of Subrogation endorsements as required by this addendum.

g. Sample of Certificate of Insurance and Policy Endorsements are attached at the end of this addendum, provided, however, the failure to attach such samples shall have no effect on the obligation of Subcontractor to provide certificates and endorsements under this Subcontract.

9. Subcontractor agrees to include the substance of this addendum, including this paragraph, in all subcontracts. Subcontractor shall not allow any lower tier subcontractor to commence work until such subcontractor has obtained the same insurance coverage as is required of the Subcontractor hereunder.

10. In the event Subcontractor shall fail to obtain and maintain any insurance coverage as required by this Subcontract, Contractor may, at its option, obtain and maintain the same for and on behalf of Subcontractor (at Subcontractor's expense).

IN WITNESS WHEREOF, the Parties have executed this Subcontract Addendum No. 1 effective on the day and year first above written.

CONTRACTOR

SUBCONTRACTOR

Genesise Environmental Solutions, Inc

SIGNATURE : _____

SIGNATURE : _____

PRINTED NAME : _____

PRINTED NAME: _____

TITLE : _____

TITLE: _____

