

Attachment "A" — Subcontractor Insurance Requirements

Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontract or any individual Work Order, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, and subject to modification in individual Work Orders, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state where the project is located. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf. Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein. In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

Commercial General Liability Insurance

\$1,000,000	Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000	General Aggregate per Project
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000	Combined single limit per accident
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Workers' Compensation and Employers' Liability Insurance

\$100,000	Each Accident
\$100,000	Each Employee for Injury by Disease
\$500,000	Aggregate for Injury by Disease

Excess or Umbrella Liability

\$1,000,000	Occurrence / aggregate
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The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term. Prior to



commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Contractor upon request.

All policies are required to state that a 30-day notice of cancellation will be given in the event of cancellation or non-renewal of coverage. Per Project Aggregate applies to general liability, umbrella liability, and workers compensation and employers liability.

Required policy endorsements

P&L Enterprises, LLC, including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns are to be listed as Additional Insured for ongoing and completed operations for General Liability on a primary and non-contributory basis. Waiver of Subrogation applies in favor of P&L Enterprises, LLC for Workers' Compensation.

Policies must be formally endorsed to require the insurance carrier to provide P&L Enterprises, LLC with thirty (30) days' advance written notice of cancellation, except for cancellation due to non-payment of premium, which requires ten (10) days' advance written notice. Subcontractor must provide a copy of the actual Notice of Cancellation endorsement(s) alongside the Certificate of Insurance. Mere notation in the Description of Operations box of the ACORD certificate is legally insufficient and will not be accepted.

The Certificate of Insurance (COI) must be sent in PDF format directly by the insurance agent to stefani@pandlse.com. Certificates sent by the subcontractor will not be accepted.

Subcontractor / Company Name: _____

Please print name and title: _____

Signature: _____ Date: _____

Project Name: _____