

WOHLSSEN CONSTRUCTION COMPANY VENDOR INSURANCE REQUIREMENTS

The term "Vendor" shall mean and include all Suppliers, Subcontractors and Sub-Subcontractors of every tier.

Prior to commencement of any Work, and as a condition precedent to payment, Vendor's are required, at their sole expense, to maintain the following insurance on their own behalf, with an insurance company or companies having an A.M. Best Rating of "A-Class" or better and to furnish to Wohlsen Construction Company, Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

1. Coverages:

- 1a. Workers' Compensation and Employers-Liability: As required by the State in which the Work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Worker's Coverage, but no less than:

Workers' Coverage:

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| Bodily Injury by Accident: | \$100,000 |
| Bodily Injury by Disease: | \$100,000 |
| Bodily Injury by Disease - (Per Occurrence Aggregate) | \$500,000 |

This policy must include a Waiver of Subrogation in favor of Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships.

- 1b. Commercial General Liability: (including Premises-Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability and Explosion, Collapse and Underground Coverage's, and personal injury).

Occurrence Form

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| General Aggregate (Per Project) | \$2,000,000.00 |
| Products Completed Operations Aggregate | \$1,000,000.00 |
| Each Occurrence | \$1,000,000.00 |
| Personal and Advertising Injury | \$1,000,000.00 |
| Fire Damage (any one fire) | \$50,000.00 |
| Medical Expense (any one group) | \$5,000.00 |

This policy must include a Waiver of Subrogation in favor of Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships.

Unless otherwise indicated, Products and Completed Operations Coverage must be maintained for a period of at least two (2) years after Substantial Completion of any Project.

- 1c. Automobile Liability
Bodily Injury and Property Damage \$1,000,000.00
(includes owned and hired/non-owned vehicles)

This policy must include a Waiver of Subrogation in favor of Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships.

- 1d. Commercial Umbrella Liability

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|------------------------------------|----------------|
| Occurrence Limit | \$1,000,000.00 |
| Aggregate Limit (where applicable) | \$1,000,000.00 |

This policy is to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages

This policy must include a Waiver of Subrogation in favor of Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships.

2. Blanket Additional Insured
 - 2a. Each Certificate must include the following statement in the Description section:

All work performed for Wohlsen Construction Company, and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships. Additional Insured: Wohlsen Construction Company, and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships, and their officers, directors and employees. All other additional insured's, as required by written contract or agreement, are included with respect to General Liability, Automobile Liability and Excess Liability. If required by written contract or agreement, General Liability is provided on a Primary and Noncontributory basis, including products and completed operations coverage. If required by written contract or agreement, which is executed before a loss, to waive Named Insureds right of recovery from others, we agree to waive rights of recovery in relation to General Liability, Automobile Liability, Excess Liability and, if permitted by the applicable state law, Workers Compensation coverage. This waiver of rights applies only to the above mentioned contracts and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.
 - 2b. One of the following endorsements, or their equivalent, must be furnished reflecting the inclusion of the interests of Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships and the respective agents consultants, principals, partners, servants, officers, stockholders, directors and employees and all other additional insured's, as required by written contract or agreement, are included with respect to General Liability, Automobile Liability and Excess Liability as ADDITIONAL INSURED for both on-going and completed operations.
 1. Blanket Endorsement providing for both on-going and completed operations, or
 2. Endorsement CG-2010 (1985), or
 3. Endorsement CG 20 37 (07/04) accompanied by CG 2010 (07/04).
3. Coverage is primary for the Vendor and Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships, and (if applicable) any other additional insureds.
4. Waiver of Subrogation
 - a. The Vendor waives all rights of subrogation against Wohlsen Construction Company and its owned, controlled, affiliated or associated subsidiary companies, corporations and/or partnerships, the Owner, and all Additional Insureds for loss or damage covered by any of the insurance maintained by the Vendor.
 - b. If any of the policies of insurance required under this Vendor require an endorsement to provide for waivers of subrogation, then the named Insureds of such policies will cause them to be so endorsed.
5. The amount and coverage of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Vendor.
6. In the event of a failure of the Vendor to furnish and maintain these insurance requirements and to furnish satisfactory evidence thereof, Wohlsen Construction Company shall have the right, but not the obligation, to acquire the same for all parties on behalf of the Vendor who agrees to furnish all necessary information thereof and to pay the cost thereof to Wohlsen Construction Company immediately upon presentation of an invoice.
7. Subcontractor is responsible for any loss not covered by the applicable builder's risk policy, including but not limited to any deductible, coinsurance and/or self insured retention requirements. Contact the Contractor for additional information.
8. In no event is the Vendor to begin Work at the site until this Certificate of Insurance showing coverage in the aforementioned amounts is approved by Wohlsen Construction Company. Any Work performed without having the Certificate of Insurance received and approved by Wohlsen Construction Company is at the Vendor's own risk and expense. Payment will not be made to the Vendor until Wohlsen Construction Company has received all required certificates and endorsements.