

17. **INSURANCE.** Subcontractor, at its own cost, shall purchase and maintain in full force insurance with companies acceptable to the Contractor and with an A.M. Best Rating of A-VII or better, until all of Subcontractor's obligations hereunder are discharged all policies of insurance required to be provided by the Contractor or its subcontractors under the Contract Documents including, but not limited to, the following policies of insurance, which policies of insurance shall have limits and coverage's of not less than the greater of those specified below or those specified in the Contract Documents.

<u>Policy</u>	<u>Limits</u>
Workers' Compensation	Statutory; to comply with all applicable laws, including those of the state in which the Project is constructed and the State of Subcontractor's principal place of business.
Commercial General Liability	\$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expense Limit (any one person) \$2,000,000 Products-Completed Operations Aggregate \$2,000,000 General Aggregate Aggregate limit to apply per project
Commercial Automobile Liability Covering Subcontractor's owned, non-owned and Hired motor vehicles	\$1,000,000 Combined Single Limit
Umbrella	\$1,000,000 Occurrence \$1,000,000 Aggregate

All of said policies of insurance shall also cover and include all contractually assumed liability of Subcontractor under this Subcontract. Subcontractor's liabilities under this Subcontract shall not in any way be limited by or to the limits provided in or the risks covered by said policies of insurance.

Contractor and Owner (when required by the Contract Documents) shall be named as additional insured in each of such policies, except Workers Compensation, and each of the insurers under each of such policies shall waive all rights of subrogation, by assignment, loan receipt or otherwise, against Contractor. Such coverage shall be primary and non-contributory and not excess to any other coverage. Each of such policies shall provide that same shall not terminate or be changed or canceled until thirty (30) days after Contractor has received written notice of such termination, cancellation or change. The additional insured endorsement shall be on a form satisfactory to the Contractor, and shall include coverage for Products-Completed Operations for the Additional Insured (example: ISO Additional Insured Endorsement CG 20 10 11 85 (Form B), or CG 20 10 10 93 and CG 20 37 in combination, or CG 20 33 and CG 20 37 in combination, or an endorsement providing equivalent coverage to the additional insured(s)). A copy of the additional insured endorsements shall be attached to the certificate of insurance for Contractor approval.

Subcontractor, not later than ten (10) days after execution hereof, shall deliver to Contractor at Contractor's office in Corpus Christi, Nueces County, Texas, Certificates of Insurance and copies of policies with all endorsements evidencing all of such insurance and, in any event, shall not commence any of its Work on the Project until it has purchased all of such insurance and delivered such certificate and copies of policies and endorsements to Contractor. Acceptance by Contractor of a Certificate of Insurance and receipt of copies of policies and endorsements provided by the Subcontractor shall not relieve the Subcontractor of its obligation to provide the insurance and policies with coverage's and limits as required in the Contract Documents and this Subcontract even if said insurance, policies, limits and coverage's are not shown in the Certificate of Insurance. Subcontractor acknowledges that Contractor may rely and will rely upon the Subcontractor carrying all insurance and policies with limits and coverage's as reflected in the Certificate of Insurance even if said insurance, policies, limits and coverage's are not required by the Contract Documents or this Subcontract.

The Contractor and Subcontractor hereby acknowledge and agrees that: (a) the Subcontractor meets the qualifications of an independent contractor under Article 8308, Section 3.05 of the Texas Workers' Compensation Act (the "Act"); (1) the Subcontractor is operating as an independent contractor as that term is defined under Article 8308, Section 3.05 of the Act; (c) the Subcontractor assumes the responsibilities of an employer for the performance of work including, but not limited to, the Work required to be performed by Subcontractor under this Subcontract on the Project; and (d) the Subcontractor and the Subcontractor's employees are not employees of the Contractor for the purposes of the Act.

The Subcontractor shall be responsible for obtaining an Installation Floater and/or Builder's Risk Insurance Policies. Such policies shall be obtained to cover the Subcontractor's Work and the deductible payable under any other Builder's Risk Policy which may be provided for the Project. The Contractor shall have the right to withhold the amount of any deductible payable under any other Builder's Risk Policy which may be provided by or on behalf of the Contractor from any amount that may be payable to the Subcontractor. The Subcontractor shall provide to the Contractor, upon demand, a Certificate of Insurance which certifies that the Subcontractor has obtained the Installation Floater and/or Builder's Risk Policies. Any insurance policy provided by the Subcontractor shall be primary and non-contributory to any other insurance policy provided for the Project by the Contractor. Nothing in this paragraph shall limit any rights of the Contractor or its insurance carriers to subrogation.