

INSURANCE REQUIREMENTS FOR ALL BRANNAN VENDORS

In connection with and in addition to the liability and indemnity obligations of the Vendors for property damage, personal injuries or death, provided for herein, vendor, prior to commencing the subcontract work, shall at its own expense provide and thereafter maintain Employers' Liability or Workers' Compensation insurance as required by any applicable law or regulation, General or Public Liability insurance, and Automobile Liability insurance, for owned, non-owned and hired vehicles. Vendor's General or Public Liability insurance shall cover property damage, personal injury, bodily injury, completed operations, products liability, explosion, collapse, underground hazards, and contractual liability, including automobile contractual liability.

Minimum Limits of Liability

Vendor's Comprehensive or Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance shall be written with limits of liability not less than the following.

- A. Comprehensive General Liability insurance including completed operations
 - 1. Combine Single Limit Bodily Injury and Property Damage Each Occurrence \$ 1 Million
 - 2. Aggregate \$ 2 Million
- B. Commercial General Liability Insurance
 - 1. Each Occurrence Limit \$ 1 Million
 - 2. General Aggregate \$ 2 Million
 - 3. Products/Completed Operations Aggregate \$ 2 Million
 - 4. Personal and Advertising Injury Limit \$ 1 Million
- C. Comprehensive Automobile Liability Insurance \$ 1 Million
 - 1. Combined Single Limit Bodily Injury and Property Damage \$ 1 Million
- D. Excess Liability – Umbrella Form
 - 1. Each Occurrence Limit \$ 1 Million
 - 2. Aggregate \$ 1 Million
- E. Workers Compensation and Employers' Liability – As Required by Law
 - 1. E.L. Each Accident \$ 500,000
 - 2. E.L. Disease-Each Employee \$ 500,000
- F. Professional Liability Insurance (if applicable)

Vendor shall provide the Contractor with proof of Professional Liability Insurance in the form of a certificate of insurance, evidencing coverage for claims for damages resulting from or arising out of professional services provided by the Vendor. Such insurance shall include coverage for the Hold-harmless or Indemnification Clause. The policy shall be written with a limit of liability in no event for less than \$1,000,000 each claim and shall be continued in force for a minimum period of three years after completion of the project or for such longer period of time as required by the Prime Contract.

ADDITIONAL INSUREDS/PRIMARY NON-CONTRIBUTORY

The Contractor and the Owner shall be named as Additional Insureds under the Comprehensive General Liability insurance policy and the Commercial General Liability insurance policy. Such policies shall provide that the insurance afforded by the Vendor to the Contractor and the Owner shall be named as additional insured on a primary and non-contributory basis on all liability and excess policies.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Vendor's Commercial General Liability Policy.

WAIVER OF SUBROGATION

The Vendor waives all rights of subrogation against (1) the Contractor, its consultants, agents and employees, and (2) the Owner, its consultants, agents and employees, for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

The Vendor shall require that its vendors, their agents and employees provide similar waivers of subrogation in favor of the Contractor and Owner for recovery of such damages to the extent these damages are covered by and provided under the Prime Contract.

The policies shall provide such waivers of subrogation by endorsement.

COVERAGE AND LIMITS

The coverage and limits of such vendor insurance shall be as required by General Contract Documents and Specifications. The designation of insurance and policy limits shall not release Vendor from its responsibility for the subcontract work, or from its liability and indemnity obligations.

All insurance required of Vendor shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and shall be rated by A.M. Best Company as "A-", VIII or better.

Vendor shall notify Contractor if any policy required has a deductible or self insured retention in excess of \$25,000. Contractor shall have the right, at Contractor's sole discretion, to reject any such policy and to require Vendor to replace such coverage with a policy that has a deductible or self insured retention of \$25,000 or less. Vendor shall remain solely responsible for the payment of any deductible or self-insured retention.

