

EXHIBIT E

INSURANCE REQUIREMENTS

A. Subcontractor shall obtain and submit to Contractor before any Work is performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 policy limit
Bodily Injury by disease	\$500,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Damage to Premises Rented to You	\$ 50,000
Medical Expense	\$ 5,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- 1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- 2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of five (5) years following completion of the Contractor Work and to continue to name Contractor and Owner as an Additional Insured for the entire 5-year period.

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- 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 5) An endorsement naming Contractor, Owner, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010 07/04 and CG2037 07/04 or equivalent. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- 6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- 7) Coverage on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- 8) Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella or Excess Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$2,000,000
Aggregate	\$3,000,000

5. Errors & Omissions Liability

(Applicable if any design/engineering services are part of Work)

Coverage provided must have no exclusion for design-build projects. Designer must continue to provide evidence of coverage for nine (9) years beyond completion of the Project.

Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

6. Pollution Legal Liability

\$1,000,000 per occurrence/aggregate

(Applicable as to any pollutants or hazardous waste exposures as part of Work) Subcontractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- A) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- B) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than B+ VII. All coverage forms must be acceptable to Owner.

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- C) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any Work. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- D) Subcontractor shall be responsible to satisfy any deductible or self insured retention with respect to any of the coverages required by the Contract Documents.
- E) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds.
- F) In the event that rental of equipment is undertaken to complete and/or perform the Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- H) Subcontractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Contractor shall be named as additional insured under such insurance.
- I) Contractor does not cover any tools or equipment owned or rented by Subcontractor including trailers, excavators, scaffoldings, or forms. Subcontractor is responsible for providing insurance coverage for such items
- J) If the Contract Documents provide for an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Subcontractor shall comply with all provisions of any such OCIP.
- K) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit 2, the Subcontractor shall comply with the more stringent provisions.

EXHIBIT E

Johnson Carlier Inc.
SAMPLE CERTIFICATE OF INSURANCE

ACORD® CERTIFICATE OF INSURANCE						DATE (MM/DD/YY)
PRODUCER Broker Name Broker Address		When submitting to your insurance company, please include the insurance requirements from the Terms and Conditions (Section 6)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Contractor Name Contractor Address City/State/Zip code		COMPANY COMPANIES AFFORDING COVERAGE A Insurance Carrier Name (Best's Rating = B+ VI or better)			COMPANY B Insurance Carrier Name (Best's Rating = B+ VI or better)	
		COMPANY C Insurance Carrier Name (Best's Rating = B+ VI or better)				
		COMPANY D Insurance Carrier Name (Best's Rating = B+ VI or better)				
		COMPANY E Insurance Carrier Name (Best's Rating = B+ VI or better)				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT. <input checked="" type="checkbox"/> PER PROJECT AGGREGATE <input type="checkbox"/> _____	S			GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OPS AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one Person) \$5,000 COMBINED SINGLE LIMIT \$1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	A			BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE AUTO ONLY (Each Accident) OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/>			L	EACH OCCURRENCE AGGREGATE	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			E	X STATUTORY LIMITS EACH ACCIDENT \$500,000 DISEASE - POLICY LIMIT \$500,000 DISEASE - EACH EMPLOYEE \$500,000	
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Johnson Carlier's Project Name/Number:						
Johnson Carlier Inc. and (list owner/project name here) Owner and their respective officers, directors, agents, servants, employees, divisions, subsidiaries, partners, shareholders and affiliated companies are added as additional insured CG2010 0704 and CG2037 0704 or equivalent, as evidenced by company endorsement # _____ attached. Coverage is primary and non-contributory. Waiver of Subrogation Applies to General Liability and Worker's Compensation.						
CERTIFICATE HOLDER Johnson Carlier Inc. 738 South 52 nd Street Tempe, AZ 85281-7211				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEROF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE 209250000		

EXHIBIT E

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.