

**EXHIBIT K
INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the durations specified and at its own expense the following policies of insurance for all of its operations of its Sub-contractors or any other person or entity retained by either name as additional insured's the Owner and its Lender(s), equity investors and any other party the Owner reasonably requires. Contractor shall furnish both of the following in order to provide additional insured status for both procured by the Contractor shall be primary and non-contributory to any insurance to any insurance the Owner may have in force or effect.

Contractor shall provide evidence of coverage's, in a form acceptable to the Owner (which may include at Owner's discretion a copy of the policy itself), and copies of all endorsements to the policies, prior to commencement of Contractor's Work on the Project. All policies shall waive rights of subrogation against Owner. Unless otherwise modified in writing by the parties, the following policies of insurance shall be procured and maintained by Contractor:

- a. **Worker's Compensation and Employer's Liability Insurance.** Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of the state in which the Work under the Contract Documents is to be performed. Employers Liability Insurance shall be provided in amounts not less than the following:

Bodily Injury by Accident	\$1,000,000 each Accident
Bodily Injury by Disease	\$1,000,000 each Employee

- b. **General Liability.** Contractor shall procure and maintain coverage to include all operations of Contractor under the Agreement and other Contract Documents and coverage for all liability assumed hereunder with the following limits and extensions of coverage. Coverage shall be on an Occurrence Form. Claims Made for is not acceptable. The maximum deductible amount shall be \$25,000. Policy limits shall be no less than:

Bodily Injury & Broad Form Property Damage/Each Occurrence	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000.000

The scope of coverage must meet the following:

1. Premises Operations must be included
2. Elevators and Escalators must be included
3. Coverage for Independent Contractors and work performed on Contractor's behalf by Subcontractors must be included
4. Where applicable (including but not limited to demolition, asbestos abatement, and work on contaminated sites) Pollution Liability and Hazardous Materials Liability must be included with coverage of at least \$1,000,000 and a maximum deductible amount of \$25,000. This coverage may be supplied either by rider or a separate policy but is otherwise subject to the scope of coverage requirements, notice requirements and other requirements and conditions of the this Exhibit.
5. Blanket Contractual Liabilities must be included (including but not limited to the contract obligations specified in the Indemnification Paragraph(s) of the Owner-Contractor Agreement)
6. The Products and Completed Operations Insurance must be carried for the duration of the applicable stature of repose or for six (6) years after final payment from Owner, whichever is longer.

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7. There can be no exclusions for subsidence, collapse, explosion or underground property damage
8. There can be no cross-suit exclusion. The policies shall provide for cross-liability coverage as endorsement, or exclusion limited coverage to damages which first begin to occur, or which were first discovered, within the policy period.
9. There shall be no anti-pyramiding exclusion, or anti-stacking exclusion, or non-cumulative limits endorsement, or exclusion limiting coverage to damages which first begin to occur, or which were first discovered, within the policy period.
10. The limits shall not be eroded or wasted by defense costs.
11. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Owner, and their respective affiliates, subsidiaries, directors, officers, employees and agents. (This endorsement must be shown on the Insurance Certificate).
12. Policy shall be endorsed to have the Personal & Advertising Injury contractual liability exclusion removed.
13. Policy limits are to apply per project.

- c. **Automobile Liability.** Contractor shall procure and maintain Automobile Liability insurance covering owned, non-owned and hired motor vehicles (or "Any Auto") with the following combined single limits:

Bodily Injury and Property Damage:

Each Occurrence \$1,000,000 Combined Single Limit

- d. **Excess/Umbrella Liability.** Contractor shall procure and maintain an Excess/Umbrella Liability Policy with dollar limits specified below depending on whether Subcontractor's Work included Type I, Type II or Type III activities.

Type I (demolition, excavation, concrete, piles, masonry, framing roofing, siding, fire protection, plumbing, HVAC, electrical and elevators): **\$5,000,000**

Type II (landscaping, gypcrete, miscellaneous iron, ornamental metals, mold prevention, finish carpentry, doors, insulation, fire stopping, waterproofing, caulking, storefront, drywall, flooring, painting, appliances, kitchen cabinets, security, access control, trash control, pool and all other trades not Type I or Type III): **\$3,000,000**

Type III (fireplaces, window treatments, final cleaning, signage): **\$1,000,000**

The excess/umbrella coverage shall be at least as broad as all liability policies described above. The coverage shall be carried for the duration of the applicable statute of repose or for six (6) years after final payment from Owner, whichever is longer.

- e. **Additional Insureds**

The following entities shall be listed on the original Insurance Certificate:

- 1.
- 2.
- 3.
- 4.
- 5.

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On an annual basis Contractor shall provide Owner with copies of certificates of insurance coverage (or at Owner's discretion a copy of the policy itself), insurance endorsements, and proof of payment of all premiums. Insurance policies shall provide for notification to Owner of non-payment of any premium and give Owner the right to make premium payment thereunder within a reasonable time. Insurance policies shall provide for thirty (30) days' prior written notice to Owner of cancellation. **Insurance policies shall be procured from insurance carriers with an A. M. Best rating of no less than A- as rated by A. M. Best as of the date of renewal.** Failure of Owner to enforce in a timely manner any of these provisions shall not act as a waiver of enforcement of any of those provisions at a later date the performance of this Agreement.

The Builder's Risk or property insurance purchased by Owner provides coverage for loss or damage to the Work. Without limitation of other remedies against Owner, Contractor shall be responsible for the insurance policy deductible amount applicable to damage to its Work and/or damage to other work caused by Contractor. Contractor shall procure and maintain, at its own expense, insurance for its own property and equipment stored on the Project site, off the site or in transit. Contractor on its behalf and on behalf of its Subcontractors waives all rights against Owner and for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Contractor's Work, except such rights as it may have to the proceeds of such insurance.

Failure of Contractor or a Subcontractor at any tier to secure and maintain insurance with the Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for the Contractor's Work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase replacement insurance at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's discretion, Owner may purchase a protective policy or other similar policy that affords to Owner coverage's and limits providing reasonably equivalent protections as Owner would have received if Contractor and its Subcontractors maintained the insurance required by this Agreement. Owner's costs incurred in finding replacement insurance or a protective policy shall wither be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on this Project or other projects.

The Contractor's general liability and umbrella liability policies provided shall be maintained after completion of the Project for a minimum a full warranty period. Nothing contained in these Insurance Requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages.

All Subcontractors' insurance at any tier beneath Contractor shall meet the same insurance requirements applicable to Contractor as provided in this Exhibit, including, but not limited to, the types of insurance, extent and durations of coverage, the dollar limits of coverage (including but not limited to the Type I, II or III excess/umbrella limits as applicable), maximum deductible amounts, waivers of subrogation, and notice requirements.