

## EXHIBIT G

### Insurance Requirements

[without CCIP]

#### SECTION 1 – GENERAL INSURANCE REQUIREMENTS

A. **CCIP.** Notwithstanding anything in the Subcontract Documents to the contrary, Contractor has not implemented and will not be implementing any Contractor Controlled Insurance Program related to Subcontractor Work performed either on or off the Project Site.

B. **Subcontractor-Furnished Insurance for all Subcontractors.** Prior to the start of the Subcontractor Work, each Subcontractor shall, at its sole cost and expense and without limiting its obligations or liabilities under the Subcontract Documents, obtain and maintain in effect, and provide evidence to Contractor that the same is in effect, the minimum insurance coverages, terms, riders and amendments set forth in Section II of this Exhibit, with an insurance company or companies licensed to do business as required by Applicable Law and otherwise acceptable to Contractor. Contractor may withhold progress payments if these insurance requirements are not met. Such insurance shall have annually renewing minimum policy limits and terms required by Section II. Subcontractor's general liability and excess liability policies must not have exclusions related to the Project.

#### SECTION II - SUBCONTRACTOR-FURNISHED INSURANCE

A. **Minimum Required Coverages.** Subcontractor shall obtain and maintain the following minimum coverages:

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' compensation insurance shall be provided covering all employees of Subcontractor directly or indirectly engaged in any on-site and off-site activities in connection with the Agreement in accordance with all statutory requirements (whether now existing or hereafter imposed) of all states with jurisdiction over such employee-employer relationship. Such insurance shall be written for the required statutory amounts and be endorsed to include voluntary compensation and all states coverage. Where applicable, coverage shall include United States Longshoremen & Harborworkers Act coverage and Jones Act/Maritime Employer's Liability coverage. In addition, employer's liability insurance, including occupational disease coverage, shall be provided with policy limits of not less than the following limits:

US \$500,000 Each Accident - Bodily Injury by accident  
US \$500,000 Each Employee - Bodily Injury by disease  
US \$500,000 Policy Limit - Bodily Injury by disease

Insurance provided pursuant to this Section as described above shall include a "Borrowed Servant/Alternate Employer Endorsement," providing for claims brought against Owner by any agent, servant or employee of Subcontractor as a "borrowed servant" to be treated as a claim against Subcontractor.

2. **Commercial General Liability Insurance.** Commercial general liability insurance shall be provided on ISO Coverage Form CG 00 01 12 04 or broader policy, on an occurrence basis, providing standard coverage up to the policy limits for all sums which the insureds shall become legally obliged to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of any operations carried on in connection with the Agreement.

Minimum Limits: \$1,000,000	Each Occurrence;
\$1,000,000	Personal & Advertising Injury;
\$2,000,000	Products/Completed Operations Aggregate;
\$2,000,000	General Aggregate

Layton Construction  
Initials

Exhibit G – non-CCIP; Rev. 04/24/15  
4820-1075-3827v.1

Subcontractor  
Initials

Such policies will include but not be limited to:

- (1) General Aggregate Limit applies per project
- (2) Premises and Operations Coverage
- (3) Products and Completed Operations Coverage with no time limit on coverage
- (4) Blanket contractual coverage
- (5) Broad Form Property Damage coverage
- (6) Separation of Insureds Clause (Severability of Interests)
- (7) An endorsement affording thirty (30) days' notice of cancellation to Contractor of cancellation or reduction in coverage.
- (8) An endorsement providing that such insurance as is afforded under Subcontractor's policy is primary insurance as respects Contractor and that any other insurance maintained by Contractor is excess and non-contributing with the insurance required hereunder.
- (9) An additional insured endorsement adding as an additional insured the Additional Insureds as respects liabilities arising out of Subcontractor Work (including Products/Completed Operations) on the ISO CGL Endorsement CG 20 10 11 85, (or CG 20 01 10 01 plus CG 20 37 10 01), or equivalent, extending coverage to products & completed operations for General Liability.

The policy will not contain a subsidence or punitive damages exclusion. Modified Occurrence Liability Policies are not acceptable. Claims made general liability policies are not acceptable.

3. Comprehensive Automobile Liability Insurance. A comprehensive automobile liability policy shall be provided on a standard form providing coverage for bodily injury, property damage and uninsured motorists for all occurrences whether occurring at Owner's or Contractor's property or elsewhere. Such insurance shall cover the use of all owned, borrowed, non-owned and hired vehicles used in connection with the Subcontractor Work and shall be endorsed for contractual liability.

Minimum Limits: US \$1,000,000 combined single limit

4. Aircraft/Watercraft and Liability Insurance. If Subcontractor or any of its Sub-subcontractors or agents will operate aircraft or watercraft in the scope of the Work, a policy of aircraft and watercraft insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage for aircraft and watercraft applicable to all owned, non-owned and hired aircraft and watercraft.

Minimum Limits: US \$5,000,000 combined single limit per occurrence

5. Professional Liability Insurance. If Subcontractor or any of its Sub-subcontractors or agents will provide any design, engineering or other professional services under the Subcontract Documents, professional liability insurance shall be provided covering Subcontractor and Sub-subcontractors, and their respective professionals, for liability for negligent acts, errors, or omissions, arising out of the performance of the Subcontractor Work. The policy shall contain a blanket endorsement for contractual liability and afford coverage on a claims made basis (specific to the Project only):

Minimum Limits: US \$1,000,000 combined single limit for each occurrence  
US \$2,000,000 annual aggregate limit

All coverage shall be retroactive to the earlier of the date of the Agreement or the commencement of any services furnished under the Agreement and shall be maintained for a period of three (3) years after the date of final payment under the Agreement. Retroactive date of such policy must be on or before the date Subcontractor or its Sub-subcontractors began offering professional services.

6. Excess Liability Insurance. An excess liability insurance policy will be provided on a following form basis. The policy shall have annually renewing minimum policy limits per occurrence of not less than:

Minimum Limits: US \$5,000,000 per occurrence and annual aggregate limits  
(includes general liability coverage for Premises & Operations, Independent Contractors, Completed Operations with no time limit on coverage; Occurrence policy form. Does not exclude X, C, or U (Explosion, Collapse or Underground))

If coverage for the Project is included under any blanket policy for multiple locations, then the annual aggregate limit of insurance must not be less than \$5,000,000. When approved in advance by Contractor, the policies provided for in this *Exhibit* may have policy limits lower than indicated above if the excess liability insurance policy limits provided by Subcontractor, when combined with the corresponding underlying policy limits, total at least the sum of all required minimum policy limits required by this *Exhibit*.

7. EIFS Work. If the Subcontractor is performing EIFS or synthetic stucco work, the Subcontractor's general liability and excess liability insurance policies must include coverage for EIFS or synthetic stucco work.

8. Other Insurance. If additional insurance coverage or greater policy limits are required by the Prime Contract or Work Authorization Notice, said provisions of the Prime Contract or Work Authorization Notice shall control.

B. Additional Provisions. All insurance maintained by Subcontractor or any Sub-subcontractor shall comply with the following:

1. Deductibles. Deductible levels for all required insurance will be commercially reasonable and subject to Contractor's reasonable approval. Without limiting the foregoing, unless approved in writing by Contractor, Subcontractor represents that its deductibles and self-insured retention limits, if any, under the insurance policies required to be obtained by Subcontractor by this Exhibit, do not together exceed U.S. \$25,000. Subcontractor shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder's risk policies carried by Contractor or Owner) and all self-insured retention amounts retained by Subcontractor. Any self-insured retention must be clearly identified as such on the Certificate of Insurance and is subject to Contractor's prior approval.
2. Primary, Non-Contributing Insurance. All insurance policies required to be provided by Subcontractor shall be endorsed to provide that they are primary without right of contribution from Contractor or Owner or by any insurance otherwise maintained by Contractor or Owner, and not in excess of any insurance issued to Contractor or Owner.
3. Additional Insureds. All policies required to be provided by Subcontractor (except worker's compensation and professional liability insurance policies) shall list the following as additional insureds (the "Additional Insureds"):
  - (a) Contractor and Owner and "all affiliated companies";
  - (b) All parties listed as indemnitees in the indemnification provisions of the Subcontract Documents, including without limitation the Indemnified Parties; and
  - (c) All members, limited partners, general partners, and affiliates of Contractor, and their respective members, managers, limited partners, general partners, shareholders, directors and officers.

Any endorsements providing coverage for the Additional Insureds in accordance with this Section shall be on CG2010 1185 or CG2010 1001 with CG2037 1001 or equivalent endorsement forms and shall not exclude the

Additional Insureds from the policies' products and completed operations hazard coverage. The Additional Insureds' status shall continue without interruption through the statute of repose or statute of limitations in the state in which construction occurs.

4. Waiver of Subrogation. Subcontractor, for itself and all of its Sub-subcontractors, and all of their respective agents and employees, waives all rights of subrogation, and Subcontractor shall cause each insurer, to waive their rights of subrogation as to Contractor, Owner, the Project architect and engineers, the Additional Insureds and their respective contractors, consultants, agents and employees. Without limiting the foregoing, all of Subcontractor's policies of insurance (except for professional liability insurance), shall be endorsed to provide a complete waiver for the benefit of Contractor and Owner of (i) any right of recovery which the insurer may have or acquire against Contractor or Owner or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies and (ii) any lien or right of subrogation which the insurer may have or acquire for payments made or to be made to any person or entity who asserts a claim against Contractor or Owner or any of its affiliates, or its or their employees, officers or directors.
5. Self-Insurance. Without limiting the foregoing, Subcontractor's insurance obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions approved in advance in writing by Contractor, in its sole discretion, provided that such programs and retentions shall not in any way limit liabilities assumed by Subcontractor under the Subcontract Documents.
6. Cross-Severability Clause. The policies required of this Exhibit (excluding workers' compensation and professional responsibility insurance) shall be endorsed to state that the inclusion of more than one insured under such insurance shall not operate to impair the rights of one insured against another insured and (except for the applicable aggregate policy limits) the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.
7. Sub-subcontractor Insurance. Unless otherwise agreed in writing by the parties hereto, should any of the Subcontractor Work be sublet, Subcontractor shall require each of its Sub-subcontractors of any tier to carry the aforementioned coverages, including the requirement to add the Additional Insureds as additional insureds with the forms specified, or Subcontractor may insure Sub-subcontractors under its own policies, and shall provide evidence of the same to Contractor prior to commencing the Subcontractor Work. It is also required that the Additional Insureds be indemnified by every Sub-subcontractor at every tier using the exact wording agreed to the indemnity sections of the Subcontract Documents.
8. Evidence of Coverage. Prior to furnishing any Subcontractor Work, Subcontractor shall have the insurance companies prepare, execute and deliver to Contractor a Certificate of Insurance in form reasonably acceptable to Contractor certifying that all coverages and terms required herein have been obtained. Such Certificates of Insurance shall evidence that the policies affording these coverages shall not be terminated, cancelled, or changed in a material manner by the insurers without thirty (30) days prior written notice to Contractor, and indicate that the Additional Insureds have been named as additional insureds, and that the policies provide for a waiver of subrogation in favor of such Additional Insureds. In addition, a certified copy of the policy or policies, detailed binders and/or endorsements shall be provided to Contractor on request. The approval of insurance or such verification shall neither relieve nor decrease the liability of Subcontractor.
9. Insurance Term. All required coverages, except workers' compensation and automobile liability, including the Additional Insured coverage, will be maintained by Subcontractor and its Sub-subcontractors for a period of ten years following completion of the Project.
10. Cancellation of Insurance. Subcontractor shall immediately notify Contractor regarding the occurrence of any of the following events: (i) the cancellation or non-renewal of any policy; (ii) the failure to pay any premium payment; (iii) the failure, for any reason, to maintain any policy required to be maintained by this Exhibit; or (iv) any material

change in any insurance policy or coverage. If Subcontractor fails or neglects to obtain or renew the required insurance and furnish evidence thereof to Contractor with an acceptable Certificate of Insurance form, Contractor shall have the right (but not the obligation) without any notice and cure period: (a) to procure such insurance and reduce any amount payable to Subcontractor by the cost thereof, or alternatively, collect such amount from Subcontractor; or (b) to deem such failure or neglect on the part of Subcontractor as a material breach of the Subcontract. Subcontractor shall not intentionally do, allow or permit anything to be done that will affect, impair or contravene any policies of insurance that may be in force hereunder. Subcontractor shall be solely responsible for and promptly pay when due, any and all premiums for all such insurance.

11. Qualifying Insurers. All coverages shall be issued by insurance companies selected by Subcontractor but acceptable to Contractor. Insurers shall be licensed in the state in which the services or work is to take place, of recognized good standing and hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Contractor. If such rating for an insurer ever falls below AM Best A-VII, a replacement insurer shall be obtained and a new certificate of insurance shall be provided to Contractor within thirty (30) days at Subcontractor's expense. All forms of insurance policies shall be acceptable to Contractor.
12. Minimum Requirements. The types of coverages and minimum limits of liability to be provided by Subcontractor and described in this Exhibit are a separate obligation of Subcontractor, and are based on current economic conditions. Contractor reserves the right from time to time to require reasonable additions to or increases in such coverage that it deems necessary. Coverages under blanket policies may be extended by endorsements provided the insurers meet the requirement stipulated herein.
13. Approval By Contractor. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Subcontractor and any approval of said insurance by Contractor or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subcontractor pursuant to the Subcontract Documents, including but not limited to the provisions concerning indemnification.
14. Right to Withhold Payments. Contractor reserves the right to withhold payments to Subcontractor in the event of material noncompliance with the insurance requirements outlined in this Exhibit.
15. Failure to Pay. Irrespective of the requirements for insurance to be secured and maintained hereunder; the insolvency, bankruptcy or failure of any insurance company carrying insurance of Subcontractor; or the failure of any insurance company to pay claims accruing, shall not affect, negate or waive any of the provisions of the Subcontract Documents including, without exception, the indemnity obligations of Subcontractor.
16. Non-waiver. No insurance maintained by Subcontractor or any Sub-subcontractor and nothing contained in the insurance provisions of the Subcontract Documents or this Exhibit shall in any way limit or waive Subcontractor's or a Sub-subcontractor's liability or responsibility. Failure of Subcontractor to comply with the foregoing insurance requirements shall in no way waive its obligations or liabilities under the Subcontract Documents or the rights of Contractor against Subcontractor.

IN WITNESS WHEREOF, the parties have entered into this Exhibit as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, intending to be legally bound, and acknowledging and agreeing that except as expressly modified by this Exhibit, the terms and conditions of the Subcontract Documents remain in full force and effect.

**CONTRACTOR:**  
**LAYTON CONSTRUCTION CO., INC.**

**SUBCONTRACTOR:**  
**SUBCONTRACTOR NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_