

ONSITE ENERGY CORPORATION INSURANCE REQUIREMENTS

Vendor shall provide and maintain throughout the term of the applicable agreement Workers' Compensation, Commercial General Liability, Excess Liability, Comprehensive Automobile Liability, and Installation Floater Insurance at the minimum limits below with insurers rated "A" by A. M. Best:

a. **Workers' Compensation and Employer's Liability Insurance** with a limit of \$1,000,000 (or such higher limit as may be required by law) to provide for payment to Vendor's employees, and/or their dependents, employed on or in connection with the Work covered by this Agreement, of Workers' Compensation benefits in accordance with applicable laws.

b. (i) **Commercial General Liability Insurance** covering all operations, including completed operations and contractual liability, with the following limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate; and (ii) **Excess or Umbrella Liability Insurance** with the following limits: \$2,000,000 per occurrence and \$2,000,000 general aggregate.

c. **Primary Comprehensive Automobile Public Liability Insurance** covering owned, non-owned and hired automotive equipment used in connection with Vendor's operations, with a combined single limit for bodily injury or death and property damage of \$1,000,000 per accident.

d. **Installation Floater Insurance** covering the equipment and materials being installed in the performance of the Work while such equipment and materials are in transit, at the job site or the premises of Customer, and after installation pending final acceptance by Onsite and Customer evidenced in a written form acceptable to Onsite, in an amount equal to the cost to replace the equipment and materials with like kind and quality. This insurance shall be on an "all risk" basis including, but not limited to, the perils of fire, vandalism, malicious mischief and theft.

In the event Vendor hereunder contracts any of the Work to subcontractors, Vendor will require its subcontractors to carry and maintain the same insurance as specified above. Onsite and Customer shall be included as additional insureds on the liability insurance policy(ies) specified herein. The naming of Onsite and Customer as additional insureds shall not obligate Onsite or Customer to pay any premium on the policies. Such insurance shall be primary insurance and shall contain a Severability of Interest clause with respect to each insured. The "Other Insurance" clause of such policies shall be modified, if necessary, to specify that any separate insurance maintained in force by Onsite or Customer shall be considered excess insurance and shall not contribute with insurance extended by Vendor's and/or subcontractor's insurer(s) under this requirement.

Vendor shall, 10 days before commencing Work under the applicable agreement (unless otherwise agreed by Onsite), and prior to expiration of any policy of insurance specified herein, deliver to Onsite, Attention: Paul Blevins, two originals of the Certificate(s) of Insurance completed by Vendor and its subcontractor's insurance carrier or agent certifying that minimum insurance coverage, as required above, is in effect and will not be canceled or changed until 30 days after written notice is given to Onsite and Customer. Vendor shall immediately notify Onsite and Customer upon receipt of any cancellation notice.