

SUPPLEMENTAL CONDITIONS

To

**Standard Form of Agreement Between Owner and Contractor
Between
The William J. Gould Associates, Inc.,
And _____.**

The following supplements modify, change, delete from, and add to the AIA A-101 Standard Form of Agreement Between Owner and Contractor (2017) and AIA A-201 General Conditions (2017) of even date (collectively, the "Agreement") and is made a part of the Agreement. Where any portion of the Agreement is modified, or paragraph, subparagraph, or clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of the Agreement shall remain in effect.

1. WORK; RELATIONSHIP OF THE PARTIES.

1.1 Work. The term "Work" as used in the Contract Documents includes the provision of materials and services described in the Contract Documents, and shall include the provision of materials, tools, labor, equipment, supervision and facilities necessary therefor, excepting only those items that are specifically furnished or performed by Owner or by other contractors as provided in the Contract Documents.

1.2 Responsibilities. Contractor accepts the relationship of trust established by this Agreement and covenants with Owner to (a) exercise Contractor's skill and judgment in furthering the interests of Owner, (b) furnish efficient business administration and supervision, (c) furnish an adequate supply of workers and materials to perform the Work, and (d) perform the Work in an expeditious and economical manner consistent with Owner's interests. Contractor shall be responsible for all supervision of the Work, and all construction means, methods, techniques and sequences. Contractor agrees that all labor employed by Contractor, its agents, or subcontractors (if any) for work on the Project site shall be in harmony with all other labor being used by Owner or other contractors on Owner's premises.

1.3 Subcontracting and Assignment. Contractor shall neither assign this Agreement nor shall Contractor subcontract all or any portion of the Work to any party without the written consent of Owner.

1.4 Responsibility and Intent. The Contractor shall provide all labor, materials, equipment, appliances, and services necessary to execute and complete all Work as required by the Contract Documents and the applicable Building Codes.

It is the intent that the Work included under each section of the Specifications shall cover the manufacture, fabrication, delivery, installation and/or erection, with all incidentals thereto, unless otherwise noted or specified. "Provide" means to "furnish and install".

The Contractor is cautioned that in all Specification Sections, the "Work Included" is general and in no way limits or qualifies the Contract requirements.

It is the intent of the Contract Documents to provide for complete installation of all portions of the Work. Except where work, or a portion thereof, is specifically noted as being NIC, (Not In Contract), it is understood that all items, materials and equipment are to be furnished and installed, complete, ready for operation or use. Where additional, or supplemental, details or instructions are required to complete an item or items, the Architect shall furnish the necessary information to the Contractor. No work shall be installed or fabricated which depends upon the furnishing of such information until the Architect has furnished the information or without written approval of the Architect of the specific condition. The furnishing of such information shall not be the grounds for a claim for extra work by the Contractor. The Contractor will be deemed to have based its bid on a complete and consistent installation. **Where additional details or instructions are required to complete the work, the Contractor will be deemed to have made an allowance in its bid for the completing of such work consistent with adjoining or similar details and/or consistent with the best accepted practices of the trade, whichever is more expensive.**

It is the intent of the Contract Documents to provide for consistent directions and information of all portions of the Work. Where inconsistencies between drawings, between sections of specifications and/or between drawings and specifications do occur that require additional, or supplemental, details or instructions to clarify inconsistencies, the Architect shall furnish the necessary information to the Contractor. No work shall be installed or fabricated which depends upon the furnishing of such information until the Architect has furnished the information or without written approval of the Architect of the specific condition. The furnishing of such information shall not be the grounds for a claim for extra work by the Contractor. The Contractor will be deemed to have based its bid on a complete and consistent installation. **Where additional details or instructions are required to complete the work because of inconsistencies in the Contract Documents, the Contractor will be deemed to have made an allowance in its bid for the completing of such work consistent with whichever direction or information is more expensive.**

The Contractor will verify dimensions and measurements at the site and be responsible for the correctness of same. No extra charges or compensation will be allowed on account of difference of actual dimensions and measurements indicated on the Drawings. Any and all differences discovered shall be submitted to the Architect in sufficient time for his consideration and direction before proceeding with the work involved. The Contractor will verify all dimensions before ordering any preassembled item.

2. TIME.

2.1 Time is of the essence of this Agreement. No extension of the Contract Time shall be valid without Owner's written consent after claim made by Contractor in accordance with the Agreement.

2.2 Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements relating to all or part of the premises where Work is to be completed based upon Contractor's achieving Substantial Completion of the Work within the Contract Time.

3. COORDINATION OF SCHEDULES. Contractor acknowledges that it may be performing its Work at the Project site simultaneously with other contractors in other trades. Contractor shall cooperate with Owner in scheduling and performing the Work to avoid conflict, delay in or

interference with work of other such contractors or Owner's own forces and Owner shall cooperate with contractor to avoid delays caused by Owner's contractors and staff.

4. SUPPLEMENTAL LABOR. Should Contractor not be proceeding with reasonable diligence in the performance of the Work, thereby unreasonably delaying the progress of the Project, Owner may direct Contractor, in writing (the "Labor Notice"), to perform such Work with additional manpower or during overtime hours at no additional compensation to Contractor. Should such delay persist for a period of ten days or more following the date of the Labor Notice, Owner may, following further notice to Contractor, immediately engage outside labor forces to supplement Contractor's forces and deduct the costs of such supplemental labor forces from the Contract Sum.

5. PAYMENTS.

5.1 Application for Payment. Each Application for Payment shall be submitted on AIA G702 and shall also contain or be supported by such additional information as Owner may direct or require, including, without limitation: (a) the names and addresses of all subcontractors (if any) and of all parties furnishing material or equipment for the Work covered by the Application for Payment, (b) the amount paid to the date of any Application for Payment to Contractor and to all subcontractors (if any) and suppliers, (c) the total amounts being requested by Contractor and by each subcontractor (if any) and supplier, (d) the balance which will be due after such payment is made to Contractor, to all subcontractors (if any) and suppliers, and (e) Contractor's certificate stating:

"Contractor certifies that full payment has been made by Contractor of all amounts due on account of the Work to subcontractors (if any), workers and suppliers for and with respect to all work and material supplied through and including the date of the Application for Payment immediately preceding this Application for Payment, except, as to any subcontractors, for customary retainage not exceeding 10_% of amounts earned by such subcontractor. Contractor represents that the proceeds of this Application for Payment shall immediately be applied, to the extent required, to the payment of the amounts due on account of the Work to subcontractors (if any), workers, and suppliers for the period covered by this Application for Payment. Contractor certifies that, as of the date of this requisition, the total dollar amount of Change Orders issued by Owner for work to be performed by Contractor does not exceed \$ _____."

No payment by Owner shall be evidence of acceptance of the Work or materials and all payments are subject to deduction for loss, damage, costs or expenses for which Contractor may be liable under the Contract Documents.

5.2 Releases of Liens. With each Application for Payment, Contractor shall submit partial releases of lien and acknowledgments of payment executed by it and each of the subcontractors (if any) and suppliers covering all monies received through the last payment made by Owner. In the event a lien is filed or claimed against the Work by any subcontractor (if any), workers or supplier, Contractor agrees immediately to bond such lien or to cause such lien to be discharged. If Contractor shall fail to do so, Owner may, at its option and at the expense of Contractor, bond such lien or cause it to be discharged.

5.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Owner to Contractor when Contractor's Work is fully performed in accordance with the Contract Documents. Such final payment shall not be due until Contractor shall have

delivered to Owner (i) all guarantees and manufacturer's warranties endorsed to Owner to which Owner is entitled hereunder, (ii) satisfactory proof that all claims, including taxes, arising out of the Work, and all liens, arising out of the same, which shall have been filed or recorded, have been released or bonded, (iii) acknowledgment of prior payments, and (iv) satisfactory evidence that all payrolls, bills for materials and equipment, and all known indebtedness connected with Contractor's Work have been satisfied, including, but not necessarily limited to final Release of Lien from Contractor, all subcontractors (if any) and materialmen.

6. CONTRACTOR'S INSURANCE; INDEMNITY.

6.1 Contractor's Insurance. Contractor shall purchase and maintain insurance of the types of coverage and limits of liability as set forth on Exhibit A-1 attached hereto and made a part hereof.

6.2 Indemnification. Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless Owner from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, directly or indirectly arising or alleged to arise out of, or resulting from the performance or the failure to perform the Work, including, without limitation, any and all claims by workmen, suppliers or subcontractors who are involved in the performance of the Work unless caused by acts of Owner.

6.3 No Limitation. The indemnification obligation set forth in this Paragraph 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under applicable worker's compensation acts, disability or other employee benefit acts.

7. PERMITS; SITE CONDITIONS; SURFACE PREPARATION. In addition to those permits described in Section 3.7 of the AIA A-201 General Conditions, Contractor shall be responsible for preparing the Stormwater Pollution Prevention Plan (SWPPP) and submitting the EPA NOI for the federal Construction General Permit. All costs associated with the foregoing are included in the Contract Sum. All site inspection and preparation shall be performed by Contractor at its expense. Contractor represents that it has inspected and is thoroughly familiar with all applicable specifications, drawings and documents, the site of the Work, and its surroundings and local conditions. Contractor further represents that it has the special qualifications for prosecuting the Work to completion in accordance with the Contract Documents. Contractor is responsible for preparation of all surfaces necessary for, or in connection with, the proper performance of the Work in accordance with industry standards and in a manner so as to preserve the manufacturer's warranty on all materials used in connection with the Project.

8. CHANGES IN WORK.

8.1 Change Orders. Owner may make changes in the Work that are within the general scope of this Agreement. Such changes may consist of additions, deletions or other revisions and shall be submitted to Contractor in writing. Contractor shall submit to Owner promptly, and prior to commencement of such revised Work, any claim for additional cost or extension of the Contract Time for such revised Work in the form of a change order attached hereto as Exhibit B ("Change Order").

8.2 Owner Approval Required. Owner shall have no obligation to make any adjustment in the Contract Sum or to grant any extension of the Contract Time in the absence of a Change

Order duly signed by Owner's representative. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

8.3 No Damage for Delay. Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.1, shall be the sole remedy of Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this Paragraph 8.3 as "Delays"), whether or not such Delays are foreseeable, unless a Delay is caused by acts of Owner constituting active interference with Contractor's performance of the Work, and only to the extent such acts continue after Contractor furnishes Owner with notice of such interference. In no event shall Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with Contractor's performance of the Work.

9. CLEANING UP; RUBBISH REMOVAL; STORAGE.

9.1 Cleaning Up. Contractor shall at all times keep the job site and adjoining areas clean of waste materials and rubbish caused by Contractor or its subcontractors (if any).

9.1.1 Contractor shall be responsible, at its sole cost and expense, for the removal and disposal of all materials that are to be removed in connection with the Work.

9.1.2 Contractor shall not dispose of any rubbish or waste on the Project site; provided, however, that Owner shall make space available to Contractor at the job site for a dumpster to be supplied by Contractor, at Contractor's sole cost and expense.

9.1.3 At substantial completion of the Work, Contractor shall remove all rubbish, tools, equipment, surplus material and temporary structures and installations, leaving the job site clean and ready for use.

9.1.4 Should Contractor fail to perform the clean-up and rubbish removal work described in this Paragraph 9, Owner shall notify Contractor of such failure and if Contractor has failed to perform the work within three days of such notice, Owner shall have the right to perform the work at Contractor's cost; provided, however, that no notice shall be required if an emergency exists as a result of Contractor's failure to perform under this Paragraph.

9.2 Storage. Contractor acknowledges there is limited space for storage at the facility. Only materials and equipment that are to be used in the Work each day shall be brought to the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the site. Contractor shall be solely responsible for protection of construction materials and

equipment stored off or temporarily on the Project site from weather, theft, damage and all other adversity. All contractor employees shall park at a location designated by Owner.

10. TERMINATION.

10.1 Termination by Contractor for Cause. Contractor may terminate this Agreement (a) for nonpayment of amounts when due under this Agreement if such breach shall not be cured within 14 days of receipt of notice of such breach by Contractor to Owner or (b) for any other substantial breach of Owner's obligations under this Agreement each of which shall not be cured within 60 days of receipt of notice of such breach by Contractor to Owner. In such event, Contractor shall be entitled to recover from Owner payment for Work executed pursuant to the Schedule of Values.

10.2 Termination by Owner for Cause. If Contractor shall:

- (a) be adjudged bankrupt, become insolvent, or make an assignment for the benefit of creditors, or be placed in the hands of a receiver or a trustee in bankruptcy;
- (b) persistently or repeatedly fail or neglect to supply enough skilled workmen or proper materials to perform the Work,
- (c) persistently disregard laws, ordinances, rules, regulations, conditions of any public authorities having jurisdiction over the Work, or
- (d) be guilty of substantial breach of this Agreement,

then Owner shall be entitled, upon seven days' prior written notice, unless Contractor shall cure such violation during said seven-day period and, without prejudice to any other remedy Owner may have, to terminate this Agreement, take possession of all materials and equipment at the Project site, and finish the Work by whatever method Owner may deem expedient. If the cost of materials has been prepaid by Owner and at the time of termination shall be stored off-site, Contractor shall immediately deliver all such materials to the site as directed by Owner.

10.3 Termination by Owner for Convenience. Owner may, without cause, terminate this Agreement for the Owner's convenience. Should the Owner not be able to obtain the zoning and wetlands protection act permits with conditions satisfactory to Owner, Owner reserves the right to terminate the Contract. After Contractor has been given the Notice to Proceed, upon receipt of written notice from Owner of such termination for the Owner's convenience, Contractor shall (a) cease operations as directed by Owner in the notice; (b) take those actions necessary for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the termination, terminate all existing purchase orders and subcontracts (if any). In case of such termination for convenience, Contractor shall be entitled to receive payment for Work completed and costs incurred by reason of such termination. If materials necessary for the performance of the Work shall be stored off-site at the time of termination pursuant to this Paragraph 10.3, Contractor shall immediately deliver all such materials to the site as directed by Owner and Owner shall be responsible for payment for those materials so delivered which it shall not have previously paid.

11. WARRANTY.

11.1 Contractor warrants to Owner that all materials and equipment furnished under this Agreement shall be new, and that all Work will be in accordance with industry standards, free from defaults and defects and in conformance with the Contract Documents and applicable law. Contractor promptly shall remedy any defects due to faulty materials, equipment or workmanship, or any other defective Work, for a period of one year from completion of all Work. Contractor shall provide Owner with all manufacturers' warranties endorsed to Owner upon completion of the Work. All Work that is corrected by Contractor pursuant to this Paragraph 11.1 shall be warranted by the Contractor for an additional one-year period from the date of such correction, reasonable wear and tear to be excepted from all corrected Work. Notwithstanding the foregoing, the correction of Work and warranties referred to in this Agreement are supplementary and do not replace any other rights and remedies whether at law or in equity with respect to Contractor's obligations under this Agreement.

11.2 Contractor warrants that it is authorized to do business in the Commonwealth of Massachusetts and is properly licensed by all necessary government and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and has the qualifications and experience necessary to complete the Work and Project. Owner warrants that it has proper authorization to enter into this Agreement and perform its obligations hereunder. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon Contractor by law with respect to Contractor's duties, obligations, and performance hereunder.

11.3 The representations and warranties contained in this Paragraph 11 and the Agreement shall survive the final completion of the Work or earlier termination of this Agreement.

12. NONINTERFERENCE; CONFIDENTIALITY.

12.1 Noninterference with Facility Operations. Contractor acknowledges that it will be performing the Work in a facility which is in operation 24/7/365, and that the privacy, safety and comfort of the residents, guests and staff of Owner's facility are critical to Owner. Contractor shall at all times conduct its operations in a manner so as not to unreasonably interfere with the activities and operations of the facility. This shall include, without limitation, providing whatever temporary barriers, enclosures, partitions, ramps and other equipment or methods necessary to protect the residents, guests and staff from danger, dirt, dust, or other undue inconvenience resulting from the Work. In addition, Contractor shall direct its employees to be courteous to and respectful of the residents, visitors and staff at all times

12.2 Confidentiality. Contractor shall not communicate or disclose at any time to any person or entity any information acquired by Contractor in connection with the Work or the Project, except (i) with prior written consent of Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of Contractor, or (iv) as may be required to perform the Work or by applicable law.

12.3 Sensitive Site. The facility is situated on a sensitive site used for residential purposes. This means that noise can be a problem. Unless specifically authorized by the Owner, in writing, the work must be conducted between the hours of 7:00 a.m. and 4:30 p.m. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays other than for emergencies. Contractor shall not enter onto portion of the facility not included in

the scope of work but may enter public spaces by invitation of the Owner's Representative. In no event, shall Contractor, or its subcontractors, and their representatives or employees enter any private residences on the property.

12.4 Subcontractors, Etc. Contractor shall cause all subcontractors (if any) or any other person or entity performing any services, or furnishing any material or equipment, for the Work to undertake all obligations set forth in this Paragraph 12.

12.5 Survival. The representations and warranties contained in this Paragraph 12 respecting confidentiality shall survive the final completion of the Work or earlier termination of this Agreement.

13. MISCELLANEOUS PROVISIONS.

13.1 Failure of either party to enforce any of the conditions or to exercise any right available to them shall not affect their rights nor shall such failure act as a waiver of other future occurrences.

13.2 This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and legal representatives, subject to the limitation of Paragraph 1.3.

13.3 The Contract Documents contain the entire understanding of the parties and can only be changed by instrument in writing signed by both parties.

13.4 If any provision of this Agreement shall be deemed invalid or unenforceable by a court having jurisdiction thereon, the balance of this Agreement shall remain in full force and effect, and if any provision shall be deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons or circumstances.

13.5 Contractor and Owner shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to this Agreement within the time period provide by law and nothing set forth in this Agreement shall be construed to shorten the statutes of limitations provided by law including commencement of a cause of action under the discovery rule as it exists under the laws of the Commonwealth of Massachusetts.

13.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. Facsimile signatures hereon shall for all purposes be considered original signatures.

14. NOTICE. Any notice, approval, consent, or other communication under this Agreement shall be in writing and shall be considered given (i) when delivered personally, (ii) when mailed by registered or certified mail, return receipt requested, (iii) when sent by overnight or courier service to the parties at the addresses indicated below (or at such addresses as the parties may specify by notice to the others pursuant hereto), or (iv) when sent by facsimile, with the original also sent by first class mail. Notice given by a party's counsel shall be deemed notice given by that party.

If to Contractor, to it at:

If to Owner, to it:

Delivery Address:

Gould Road
Monterey, MA 01245
Attn: Lianne Finston, Executive Director
Facsimile No. 413-645-1022

Mailing Address:

P.O. Box 157
Monterey MA 01245-0157
Attn: Lianne Finston, Executive Director
Facsimile No. 413-645-1022

In each case with a copy to:

Elisabeth C. Goodman, Esq.
Cain Hibbard & Myers, PC
66 West Street
Pittsfield, MA 01201
Facsimile No.: 413-443-7694

16. GOVERNING LAW; EFFECT. This Agreement shall be construed and enforced in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument. The courts of the Commonwealth of Massachusetts, Berkshire County, or the United States District Court, District of Massachusetts, Western Section, Springfield, Massachusetts, as the case may be, shall have exclusive jurisdiction over all disputes arising under this Agreement.

OWNER:

THE WILLIAM J. GOULD ASSOCIATES, INC.

By: _____

Name: Lianne Finston

Title: Executive Director

CONTRACTOR:

By: _____

Name:

Title:

SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT A-1

SCHEDULE OF INSURANCE

1. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations under the Agreement and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- g. claims for bodily injury or property damage arising out of completed operations.

Contractor shall purchase and maintain insurance listed below which shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

- a. Workers' Compensation & Employers Liability:
Worker's Compensation Insurance in accordance with requirements of the applicable laws of the jurisdiction in which the Work is to be performed.

Employer's Liability Insurance

Accident, each occurrence	\$2,00,000.00
Disease, policy limit	\$1,00,000.00
Disease, each employee	\$1,000,000.00

- b. Commercial General Liability Insurance (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations, Broad Form Property Damage, XCU, Personal Injury and Contractual Liability)

Bodily injury & Property Damage - Combined Single Limit

Each Occurrence	\$2,000,000.00
Annual Aggregate	\$4,000,000.00

Products and Completed Operations coverage shall be maintained for one year after final payment.

Personal Injury Liability Coverage with Employment Exclusion deleted:

Each Occurrence	\$2,000,000.00
Annual Aggregate	\$4,000,000.00

If a Commercial General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$4,000,000.00. Policy shall be endorsed to have General Aggregate apply to this Project only.

- c. Comprehensive Automobile Liability Insurance (owned, non-owned, hired):
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000.00

- d. Owner's Protective Liability Insurance – Owner's Protective Form:
 - Bodily Injury and Property Damage - Combined Single Limit
 - Each Occurrence \$2,000,000.00
 - Annual Aggregate \$4,000,000.00

- e. Transportation Insurance to cover the full value of all goods in transit for each occurrence.

2. Contractor hereby agrees to deliver to Owner, within ten (10) days of the date of the Agreement, and prior to bringing any equipment or personnel onto the site of the Work or the Project site, certified copies of all insurance policies procured by the Contractor under or pursuant to this Schedule of Insurance or, Certificates of Insurance in form and substance satisfactory to Owner evidencing the required coverages with limits not less than those specified above. The coverage afforded under any insurance policy obtained under or pursuant to this Schedule of Insurance shall be primary to any valid and collectible insurance carried separately by Owner. Furthermore, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Owner in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.

3. All insurance policies shall name Owner, and its Directors, Officers, Stockholders and Employees as additional insured, except those policies directly applicable to Owner as the named insured.

4. All insurance policies shall contain a severability of interest clause as respects the interests of all persons shown as named insured or additional insured. The severability of interest provisions shall be applicable to all policy provisions with the exception of limits of liability.

5. In no event shall any failure of Owner to receive certified copies or certificates of policies required under Paragraph 1 or to demand receipt of such certified copies or certificates prior to Contractor commencing the Work be construed as a waiver by Owner of Contractor's obligations to obtain insurance pursuant to this Schedule of Insurance. The obligation to procure and maintain any insurance required by this Schedule of Insurance is a separate responsibility of Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

6. If Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under this Schedule of Insurance, Owner may, but shall not be obligated to, upon five (5) days' written notice to Contractor, purchase such insurance on behalf of Contractor and shall be entitled to be reimbursed by Contractor upon demand.

7. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Contractor shall supply Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, Contractor shall also furnish Owner with a certified copy of the renewal or replacement policy unless Owner provides Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to Owner and written by carriers acceptable to Owner.

8. Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to Owner and (ii) add the Owner, as an additional insureds under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the additional insured has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

9. The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, caused by fire or other causes of loss to the extent covered by property insurance obtained by each party in connection with the Work. Any waiver of subrogation clause in favor of Owner shall also be in favor of Owner's directors, officers, stockholders and employees.