

INSURANCE – FORM 2 (December 2007)

- (a) The Seller shall, at its own expense, obtain, pay for, and maintain in effect at all times during performance of this Agreement, the minimum insurance limits and coverage set forth below.
- (1) Worker's Compensation
 - (A) Statutory Limits as required by the state in which the work is to be performed.
 - (2) Employer's Liability
 - (A) Bodily Injury by Accident \$1,000,000 each accident
 - (B) Bodily Injury by Disease \$1,000,000 policy limit
 - (C) Bodily Injury by Disease \$1,000,000 each employee
 - (3) Commercial Automobile Liability Insurance
 - (A) \$1,000,000 combined single limit per occurrence for bodily injury, including death and property damage for all owned, leased, hired, and non-owned vehicles.
 - (B) Insurance shall reflect Coverage Symbol 1 and include an Unintentional Failure to Disclose provision and a Broadened Knowledge of Occurrence (corporate officers or risk managers) provision.
 - (4) Commercial General Liability Insurance (occurrence form)
 - (A) \$1,000,000 combined single limit (with no deductible unless a deductible amount is identified by the Seller and specifically agreed to by the Company) per occurrence, including the following coverage:
 - Premises and Operations;
 - Products and Completed Operations;
 - Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by the Seller under this Agreement);
 - Independent Contractors;
 - Broad Form Property Damage (including Completed Operations);
 - Explosion, Collapse, and Underground Hazards (if work involves construction or demolition activities or environmental investigation or remedial action);
 - Personal Injury (with employment and contractual exclusions deleted)

\$2,000,000 general aggregate
\$2,000,000 Products/Completed Operations aggregate limit
\$2,000,000 Advertising Injury and Personal Injury aggregate limit
 - (B) Insurance shall include an Unintentional Failure to Disclose provision and a Broadened Knowledge of Occurrence (corporate officers or risk managers) provision.
 - (C) \$1,000,000 project aggregate required if work involves construction activities, demolition, or other activities designated by the Company.
 - (D) Insurance shall be maintained in force for three (3) years following completion of the work under the Agreement.
 - (5) Umbrella Liability Insurance (occurrence form)
 - (A) \$4,000,000 each occurrence
 - (B) \$4,000,000 Aggregate
 - (C) \$4,000,000 Project Aggregate (if work involves construction activities, demolition, or other activities designated by the Company).
 - (D) The umbrella liability policy will be excess of the Employer's Liability policy, Commercial Automobile Liability and Commercial General Liability policy with coverage that is at least as broad as each and every one of the underlying policies.
 - (6) Pollution Liability (required if work involves construction; demolition; environmental investigation, removal or remedial action including digging, drilling, testing, sampling, well installation, etc.)
 - (A) \$5,000,000 per occurrence
\$5,000,000 annual aggregate
 - (B) Coverage shall be provided for both sudden and gradual occurrences arising from the work performed under this Agreement.
 - (C) If Completed Operations is limited in the policy, such Completed Operations Coverage shall be for a period of not less than three (3) years.
 - (D) Insurance shall include a three (3) year extended discovery period.
 - (7) Asbestos and Lead Liability (required if work involves potential for asbestos or lead exposure)
 - (A) \$5,000,000 per occurrence
\$5,000,000 annual aggregate
 - (B) If Completed Operations is limited in the policy, such Completed Operations Coverage shall be for a period of not less than three (3) years.
 - (C) Insurance shall include a three (3) year extended discovery period.
 - (D) Coverage may be provided under the Pollution Liability policy with a single limit including Asbestos and Lead Liability.
 - (8) Professional Liability (required if work involves architect-engineering, engineering, or other professional services)
 - (A) \$5,000,000 each claim

- \$5,000,000 annual aggregate
- (B) If environmental work is involved, the policy shall not contain any exclusion for pollution related incidents.
- (C) Insurance shall be maintained in force for three (3) years following completion of the work under the Agreement. Any renewals with respect thereto shall have a date retroactive to the commencement of work. In the event you do not renew this insurance, then a three (3) year tail must be purchased.
- (9) Environmental Liability (certificate from disposal facility required if work involves treating, storing, or disposing of hazardous wastes at an off-site location)
 - (A) \$5,000,000 per occurrence
\$5,000,000 annual aggregate
 - (B) Insurance shall include a three (3) year extended discovery period.
- (10) Commercial Automobile Insurance with MCS-90 Endorsement (required if work involves hauling and/or transporting hazardous substances)
 - (A) \$5,000,000 per occurrence
- (11) Aviation (required if work [including aerial photography] involves aircraft [fixed wing or helicopter] owned, operated, or chartered)
 - (A) \$10,000,000 combined single limit per occurrence
 - (B) Hull Damage – value of the aircraft
- (12) Watercraft (required if work involves watercraft)
 - (A) \$10,000,000 combined single limit per occurrence
 - (B) Hull Damage – value of the watercraft
- (13) Defense Base Act (required if work involves performance on a U. S. military base outside the U. S.)
 - (A) Statutory amount
- (14) Jones Act (required if work involves performance on a navigable waterway covered by the Act)
 - (A) Employer's liability in the statutory amount
- (15) Longshoremen and Harbors Act (required if work involves performance on a navigable waterway covered by the Act)
 - (A) Workers compensation in the statutory amount
- (16) Standard Builder's Risk Policy (required if work involves construction activities)
 - (A) Amount equal to the total value of this Agreement
 - (B) Coverage will be provided on a completed value form with coverage for the Company's, Seller's, Subcontractor's, and Sub-subcontractor's interests.
 - (C) Coverage will be provided on an "all risk" or equivalent basis, including vandalism and malicious mischief, and provide replacement cost. This policy will also cover any temporary buildings, the storage of material (on-site or off-site) to be installed in the covered project, debris removal including demolition occasioned by enforcement of any applicable legal requirements and reasonable compensation for the services and expenses of an architect and engineer required as a result of an incurred loss.

(b) Unless the Company specifically agrees otherwise, within 10 days after award of this Agreement and in any event prior to commencing work under this Agreement or entering the jobsite, the Seller shall provide to the Company certificates in the "Acord" form to evidence such coverage which must be in companies with an A.M. Best Guide rating of "A- X" or better. Certificates shall identify on their face the project name and the applicable subcontract number and provide that advance written notice will be given to UT-Battelle, LLC not less than thirty (30) days prior to cancellation, termination, or material alteration of said policies of insurance. Certificates shall name UT-Battelle, LLC and DOE as an Additional Insured except on the Workers Compensation, Employers Liability, Defense Base Act, Jones Act, Longshoremen and Harbor Workers Act and the Professional Liability policies. Endorsement of the Commercial General Liability policy naming UT-Battelle and DOE as an Additional Insured shall be made using ISO Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent. Insurance shall be primary and non-contributory and any other insurance maintained by the additional insured excess thereto and shall provide for an insurer's waiver of subrogation in favor of the Additional Insured.

(c) The Seller shall provide to the Company a conformed copy, certified by the Seller and the insurance company, of any and all applicable insurance policies upon request of the Company. All insurance carried hereunder must provide for such releases and waivers of subrogation rights as are provided in paragraph (f) below.

(d) The requirements contained herein as to types and limits, as well as the Company's approval of insurance coverage to be maintained by the Seller, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Seller under this Agreement.

(e) In the event of any failure by the Seller, after 15 days written notice, to comply with the provision of this clause, the Company may, at its option, on written notice to the Seller, suspend the Agreement for default until there is full compliance with this Insurance clause and/or terminate the Agreement for default.

(f) The Seller hereby releases the Company and DOE and affiliates of the Company and the directors, officers, employees, and agents of any of the above-mentioned parties (the "Company Released Parties") from any and all claims or causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by the Seller pursuant to this Agreement. This release is further intended to bind the Seller's insurers providing the above-stated insurance coverage, and the Seller agrees to inform and obtain permission from its insurers, to so release the Company Released Parties from any and all claims or causes of action as provided above, so as to effectively waive any subrogation rights of said insurers.