

ARTICLE 12
INSURANCE

12.1 Prior to starting work, the Subcontractor and any subcontractors of lower tiers approved by ABC shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and shall furnish satisfactory evidence to ABC that the Subcontractor has complied with the requirements of this Article 12 with an insurer or insurers ABC approves. The insurance coverages written on an occurrence basis shall be maintained without interruption from date of commencement of the Work until date of final payment and continuation of any coverage required to be maintained after final payment. ABC shall furnish to the Subcontractor insurance required of ABC and/or the Owner by the Contract Documents. ABC, the Subcontractor and any subcontractors of lower tiers waive all rights against each other and against the Owner, Owner's Agent, separate contractors and all other subcontractors for damages caused by fire or other perils to the extent it is covered by property insurance provided under the Contract Documents, except such rights as they may have to the proceeds of such insurance. Unless the Contract Documents require insurance in greater amounts, the following is required:

Workers' Compensation	Statutory Benefits
Commercial General Liability.	Combined Single Limit including broad form CGL extensions.
.....	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$1,000,000 products-comp/op aggregate
	\$1,000,000 personal and advertising injury
	\$100,000 fire damage (any one fire)
	\$5,000 medical expenses (any one person)
Automobile Combined Single Limit including scheduled, non-owned, and hired automobile liability coverage	\$1,000,000
Umbrella Liability in excess of the above liability limits	\$1,000,000
Completed Operations Coverage	One Year

Special coverages for explosion, collapse and underground property damage coverage, asbestos, pollution or hazardous waste or exposures will be carried by the Subcontractor if the scope of work encompasses these items of work.

These insurance requirements apply to all subcontractors of lower tiers of the Subcontractor.

12.2 Insurance certificates indicating that the above coverages are in place shall be submitted to ABC prior to commencement of Work at the Project site. Any policy exclusions shall be stated on the certificates. Each insurance certificate must contain, as evidence of the required endorsements, the following: (1) Advanced Building Concepts and other interested parties as designated by ABC and/or the Contract Documents, is (are) "additional insured" on a primary and non-contributing basis on general liability, automobile and excess (umbrella) policies; and (2) waiver of subrogation in favor of Advanced Building Concepts applies on all policies. The Subcontractor's current Worker's Compensation Experience Modifier (MOD) must be included on the certificate.

12.3 The insurance required above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under this Universal Subcontract. The certificates of insurance shall contain a provision that coverage afforded under the applicable policies will not be canceled, affected, amended, or otherwise terminated, until at least thirty (30) days prior written notice has been given to ABC. This thirty (30) day notice requirement must also appear, by endorsement, on all the Subcontractor's policies. The Subcontractor and all subcontractors of lower tiers shall submit copies of its complete insurance policies to ABC, certified if requested, which evidence coverage required by this Subcontract, in addition to the requirement that the Subcontractor supply certificates of insurance prior to starting the Work.

12.4 The Subcontractor shall name ABC and/or the Owner and/or any other interested parties as designated by the Contract Documents, as additional insured on all liability policies of the Subcontractor, throughout the duration of the Project, and for (1) year after acceptance of ABC's completed Work by the Owner or for such additional time as is required by the Contract Documents. At all times, and under all conditions, the Subcontractor and all subcontractors of lower tiers are solely responsible for any and all of their equipment, tools, materials, and the like, which is not intended to be incorporated into the Work, which is used in performing the Work, whether it is owned, leased, or borrowed. If Advanced Building Concepts and/or other interested parties is (are) damaged by the failure or neglect of the Subcontractor or its subcontractors of lower tiers to purchase and maintain the insurance described herein, then the Subcontractor shall bear all costs properly attributable thereto.