

COMPREHENSIVE ENERGY MANAGEMENT SOLUTIONS PROGRAM
TRADE PROFESSIONAL INSURANCE REQUIREMENTS

1. Insurance Required

Trade Pro and all subcontractors at all tiers shall obtain and maintain insurance of the types and amounts set forth herein. The insurance must be in effect before Trade Pro commences work under the Program, and must remain in effect until final completion of any work under the Program, or until such later time as provided otherwise herein. The insurance requirements herein will not be construed to relieve Trade Pro for liability in excess of such coverage.

2. Failure to Maintain Insurance

Failure of Trade Pro to maintain the required insurance will constitute a material breach entitling TRC to terminate Trade Pro from the Program.

3. Required Coverages

Trade Pro agrees to maintain the following minimum insurance coverage:

<u>Type of Insurance</u>	<u>Limit of Liability</u>
Commercial General Liability (Coverage must be written on ISO form CG 00 01 and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability)	\$3,000,000 each occurrence \$6,000,000 general aggregate \$6,000,000 products-completed operations aggregate * General aggregate limits shall apply per project * Policy shall not exclude: wildfire exposure; or third-party action over claim * Policy shall not include a Contractual Liability Limitation * Coverage limits may be satisfied using umbrella or excess coverage at least as broad as the underlying coverage.
Automobile Liability (Coverage must be written on ISO form CA 00 01 and must cover any auto including owned, hired, and non-owned autos)	\$3,000,000 combined single limit per accident * The following endorsement is required: MCS-90 Form (01/17) * Coverage limits may be satisfied using umbrella or excess coverage at least as broad as the underlying coverage.
Umbrella Liability (Coverage must be at least as broad as the underlying coverage - General Liability, Automobile Liability, and Employers' Liability)	\$5,000,000 each occurrence \$10,000,000 annual aggregate
Workers' Compensation	<u>Workers' Compensation</u> As required by the laws of the State where work is performed <u>Employers' Liability</u> \$1,000,000 each accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee bodily injury by disease
Cyber, Network Security, Privacy and Electronic Media Liability	\$5,000,000 per claim \$5,000,000 annual aggregate *Covering claims arising from network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyright, trademark, service mark and trade dress and interruption of SCADA systems (the policy doesn't cover physical damage to the SCADA system). No exclusions shall be listed within the policy for unencrypted or portable devices. Coverage should address claims involving any professional services for which Trade Pro is engaged with TRC.
Professional Liability (if Trade Pro's work involves providing professional services)	\$5,000,000 each claim \$10,000,000 annual aggregate * The retroactive date in the current and future policies must be prior to the commencement of all professional services. * Where there is a project-specific policy, the policy shall provide excess coverage over such project-specific policy. * Coverage shall be kept in effect for three years after completion of Trade Pro's work

4. Additional Coverage Requirements

The above-required insurance policies will have the following coverages and/or provisions.

a. Additional Insured Endorsement. Except for workers' compensation, employer's liability, professional liability, to the maximum extent permitted by law, all insurance coverages to be maintained by Trade Pro must include an endorsement naming as Additional Insureds San Diego Gas & Electric Company and TRC Solutions, Inc., and each of their parents and affiliates, and each of their respective directors, officers, agents, and employees. The additional insured endorsement on the commercial general liability policy will include both "on-going operations" and liability arising from "your work/completed operations" (the equivalent of ISO additional insured endorsement ISO CG 20 10 10 01 and ISO CG 20 37 10 01. The following must be included on Trade Pro's COI: San Diego Gas & Electric Company and TRC Solutions, Inc., and each of their parents and affiliates, and each of their respective directors, officers, agents, and employees are included as additional insured with respect to liability arising out of the work performed by Trade Pro in the Program.

b. Primary/Non-contributory. Except for workers' compensation, employer's liability, and professional liability, all insurance coverages to be maintained by Trade Pro must be primary and non-contributory with respect to any insurance maintained by the Additional Insureds, such that any such other available insurance in force will be excess.

c. Cancellation Notice. TRC must be provided a 30-day prior written notice of termination or non-renewal in coverage and 10-day prior written notice of cancellation for non-payment.

d. Waiver of Subrogation. All required coverages must be endorsed with a waiver of subrogation in favor of San Diego Gas & Electric Company and TRC Solutions, Inc., and each of their parents and affiliates, and each of their respective directors, officers, agents, and employees for all work performed by the Trade Pro, its employees, agents, and subcontractors of any tier.

5. Duration

All policies required herein must be maintained for five years after completion of work under the Program, or to the expiration of any applicable statute of repose, whichever is longer.

6. Deductibles

Trade Pro is solely responsible for payment of any policy premiums, self-insured retentions, or deductibles. Trade Pro may be required to demonstrate how any deductible or self-insured retention will be funded in the event of a claim. No Additional Insured person or entity will be responsible for payment of any premium, self-insured retention, or deductible associated with the policies required herein.

7. Insurance Carriers

The insurance carriers on the policies required herein must be authorized, licensed, and/or admitted in the jurisdiction where the work under the Program is performed and, if applicable, where the Project is located, and must be rated A- or higher by AM Best or equivalent rating service.

8. Coverage Requirements for subcontractors of any tier

Unless otherwise agreed to in writing by TRC, Trade Pro shall require its subcontractors to provide insurance that meets the requirements set forth herein.

9. Proof of Coverage and Certificates of Insurance

a. Certificates of Insurance. Trade Pro must provide proof of all insurance required herein prior to commencing work under the Program. Trade Pro shall deliver an ACORD form certificate of insurance ("COI") evidencing the required coverages and including copies of the additional insured and waiver of subrogation policy endorsements.

b. Submitting COIs. Please email COIs directly to TRC at: connect@savingswithcems.com.

c. Renewal COIs. Renewal COIs are to be provided to TRC prior to the expiration of the required insurance policies.

d. Approval by TRC. The COIs will be subject to approval of TRC, but failure of TRC to request such COI or other evidence of Trade Pro's compliance with insurance requirements, or failure of TRC to identify deficiencies from evidence that is provided, will in no way limit or relieve Trade Pro of its obligations to maintain such insurance. In the event a COI fails to comply with the requirements herein or becomes outdated, TRC may withhold payment of invoices, suspend performance of the Agreement, or take other appropriate action until an acceptable and properly dated COI is received by TRC.

e. Policies. Certified copies of policies, including all policy endorsements, will be furnished by Trade Pro within fifteen (15) Days of written request by TRC.