



Georgia Power Residential Energy Efficiency Program Insurance Requirements

INSURANCE. This section applies to Contractors participating in the Home Energy Improvement Program, HVAC Service, and EarthCents New Home Programs. Contractor, at its expense, shall procure and maintain and shall require its subcontractors to procure and maintain in effect without interruption during the term of this Agreement policies of insurance providing, at a minimum, the coverage and limits specified, and complying with the other requirements stated below:

1. **Commercial General Liability** insurance (or equivalent) on an occurrence (not claims made) basis, in an amount not less than \$1,000,000 (one million dollars) for any one occurrence including broad form contractual liability coverage, product liability, and at least two years completed operations, broad form property damage and severability of interest for each insured.
2. **Business Auto Liability** insurance covering any owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 (one million dollars) combined single limit for bodily injury and property damage for any one occurrence.
3. **Statutory Workers' Compensation** covering the legal liability of Contractor under the applicable worker compensation or occupational disease laws of the State or Federal Government for claims for personal injuries and death resulting therefrom to Contractor in amounts required by statute. Contractor shall have Employer's Liability insurance covering Contractor in an amount not less than \$1,000,000 (one million dollars).
4. **Subrogation.** Contractor and its subcontractors hereby waive and relinquish and agree to require its insurer(s) to waive and relinquish any right of subrogation against the Company and Persons Indemnified it might possess for any policy of insurance required under this Agreement or under any State or Federal Workers' Compensation or Employers' Liability Act.
5. **Additional Insured.** Coverages A, B and D shall name the Company and Persons Indemnified as an additional insured it's with respect to liability arising out of products, ongoing operations, work (including completed operations), and Services performed by or on behalf of the Contractor for Company or the Persons Indemnified under this Agreement.
6. **Written Certificate of Insurance.** Contractor shall require its insurer to notify Company thirty (30) days prior to the Effective Date of any cancellation or material change in any of the required policies. Prior to beginning any Services and annually (by the policy renewal date of each year) thereafter for every year that this Agreement is in force, Contractor shall submit to Company, Certificates of Insurance evidencing the coverage prescribed by this Agreement and certifying the amount and nature of such coverage, the expiration date(s) of each applicable policy and that such policies have been endorsed as required by this Agreement. All such Certificates of Insurance shall be submitted to Company. Contractor shall furnish to Company such additional information concerning its insurance coverage as Company shall reasonably request in writing.
7. **Deductibles.** To the extent that Contractor or its subcontractors utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by Contractor or its subcontractors and will be considered as Contractor expenses and not part of the normal expenses associated with this Agreement.
8. **Non-Limitation on Contractor Liability.** The obligations for Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations of Contractor or limit the liability of Contractor whether or not same is covered by insurance.



9. **Additional Insurance Requirements.** At any time during the life of this Agreement, Company may require Contractor to obtain and maintain additional insurance with coverage or limits in addition to those above described.
10. **Insurance Providers.** Insurance is to be placed with insurers with a Best's rating of no less than A VII or equivalent.
11. **Primary Insurance.** The Contractor or its subcontractors' insurance shall be primary insurance with respect to the Services for Company, its employees and agents, parent and affiliates, directors and officers. Any insurance or self-insurance maintained by Company or any Affiliate shall be excess of the Contractor's and subcontractors' insurance and shall not contribute with it. Except as otherwise provided herein, Contractor shall be responsible for and shall bear the risk of loss of or damage to any property of Contractor and any property for which it is responsible, wherever located, and any insurance provided for such property shall be at Contractor's expense. Depending on the Program or Programs supported, the Certificate Holder on the Insurance Certificate should be listed as follows:

GEORGIA POWER Residential EE Programs
c/o ICF RESIDENTIAL EE
3 Corporate Square NE Suite 370
Atlanta, GA 30329