

Insurance.

1. General Provisions. Prior to the Client's execution of this Agreement, TRANE U.S. INC shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Client's Risk Manager or Client's attorney, or a designee, unless such modification is prohibited by law.

1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on TRANE U.S. INC's indemnification obligations.

1.2 Ratings. Any insurance policy or coverage provided by TRANE U.S. INC or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Client by certified or registered mail, postage prepaid.

1.4 Adequacy. The Client, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by TRANE U.S. INC pursuant to this Agreement are adequate to protect TRANE U.S. INC. If TRANE U.S. INC believes that any required insurance coverage is inadequate, TRANE U.S. INC will obtain such additional insurance coverage as TRANE U.S. INC deems adequate, at TRANE U.S. INC's sole expense.

2. Workers' Compensation Insurance. By executing this Agreement, TRANE U.S. INC certifies that TRANE U.S. INC is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. TRANE U.S. INC shall carry the insurance or provide for self-insurance required by California law to protect said TRANE U.S. INC from claims under the Workers' Compensation Act. Prior to Client's execution of this Agreement, TRANE U.S. INC shall file with Client either 1) a certificate of insurance showing that such insurance is in effect, or that TRANE U.S. INC is self-insured for such coverage, or 2) a certified statement that TRANE U.S. INC has no employees, and acknowledging that if TRANE U.S. INC does employ any person, the necessary certificate of insurance will immediately be filed with Client. Any certificate filed with Client shall provide that Client will be given ten (10) days' prior written notice before modification or cancellation thereof.

3. Commercial General Liability and Automobile Insurance. Prior to Client's execution of this Agreement, TRANE U.S. INC shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure TRANE U.S. INC against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of TRANE U.S. INC. The Client, and its officers, employees and agents, shall be named as additional insureds under the TRANE U.S. INC's insurance policies.

3.1 TRANE U.S. INC's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

3.2 TRANE U.S. INC's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of TRANE U.S. INC's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with TRANE U.S. INC's performance of this Agreement, which vehicles shall include, but are not limited to, TRANE U.S. INC owned vehicles, TRANE U.S. INC leased vehicles, TRANE U.S. INC's employee vehicles, non-TRANE U.S. INC owned vehicles and hired vehicles.

3.3 Prior to Client's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Client evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Client and shall include the Client and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Client and its sub-TRANE U.S. INC, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by TRANE U.S. INC will be considered primary and not contributory to any other insurance available to the Client and Endorsement No. CG 20010413 shall be provided to the Client.

4. Errors and Omissions Insurance. Prior to Client's execution of this Agreement, TRANE U.S. INC shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Client from claims resulting from the TRANE U.S. INC's activities.

5. Subcontractors' Insurance. TRANE U.S. INC shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Client's request, TRANE U.S. INC shall provide Client with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.