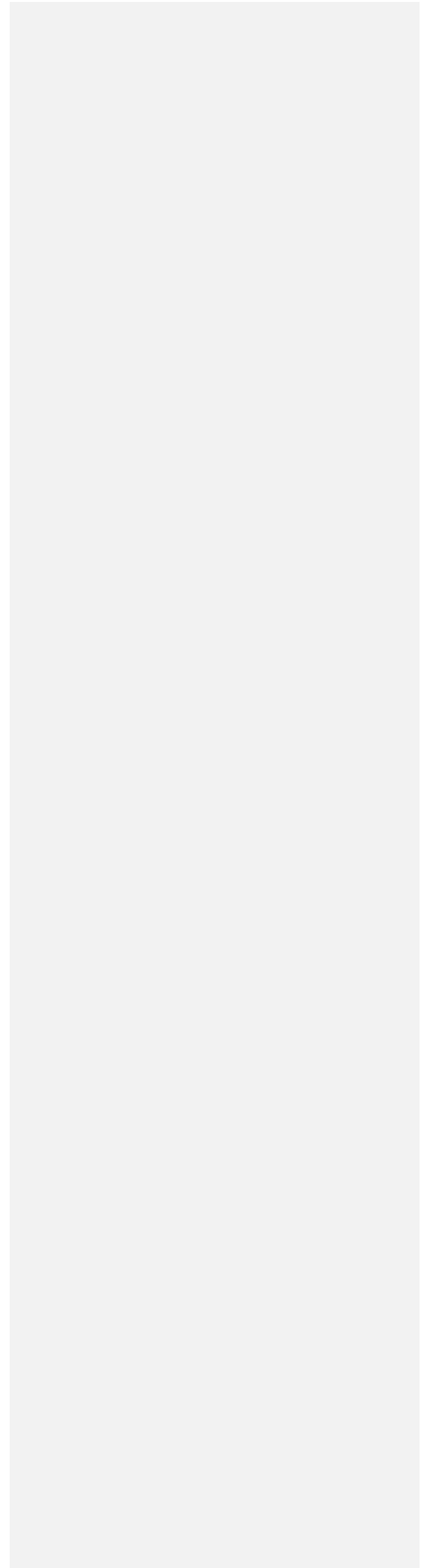


**ATTACHMENT O**  
**FORM OF INTERCONNECTION SERVICE AGREEMENT**  
**APPENDIX 2, SECTION 13 INSURANCE**



**Attachment O, Form of Interconnection Service Agreement, Appendix 2, Section 13**

**13.1 Required Coverages For Generation Resources Of More Than 20 Megawatts or Merchant Transmission Facilities:**

Each Interconnected Entity shall maintain insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-" VII or better by AM Best and authorized to do business in a state or states in which the Interconnection Facilities are located. Failure to maintain required insurance shall be a Breach of the Interconnection Service Agreement.

A. Workers Compensation insurance with statutory limits, as required by the state and/or jurisdiction in which the work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00).

B. Commercial General Liability Insurance covering liability arising out of including premises, ~~and~~ operations, personal and advertising injury, ~~broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification),~~ products and completed operations, ~~coverage, coverage for explosion, collapse and underground hazards,~~ independent contractors coverage, ~~liability assumed under an insured contract,~~ coverage for pollution to the extent normally available and punitive damages to the extent enforceable under applicable law normally available and a cross liability endorsement, with ~~minimum~~ limits of not less than One-one Million-million Dollars-dollars (\$1,000,000) per occurrence/~~One-one Million-million Dollars-dollars~~ (\$1,000,000) general aggregate, ~~One M~~million dollars (\$1,000,000) products and completed operations, aggregate-aggregate, ~~combined single limit for personal injury, bodily injury, including death and property damage.~~

C. ~~Business-Comprehensive/Commercial~~ Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a ~~minimum~~, combined single limit of not less than One-one Million-million Dollars-dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess/Umbrella Liability Insurance with a limit of liability of not less than twenty million dollars (\$20,000,000.00) per occurrence. These limits apply in excess of the employer's liability, commercial general liability and business/commercial automobile liability coverages described above.

E. Professional Liability Insurance providing errors, omissions and/or malpractice coverage in the amount of five million dollars (\$5,000,000) per occurrence/aggregate. Coverage shall be provided for the Interconnected Entity's duties, responsibilities and performance outlined in this Appendix 2, the PJM Interconnection - Intra-PJM Tariffs Page 2134

An Interconnected Entity may meet the Professional Liability Insurance requirements by requiring third-party contractors, designers, or engineers, or other parties that are responsible for design work associated with the transmission facilities or Interconnection Facilities necessary for the interconnection to procure professional liability insurance in the amounts and upon the terms prescribed by this section 13.1(E), and providing evidence of such insurance to the other Interconnected Entity. Such insurance shall be procured from companies or a non-admitted carrier rated “A-” VII or better by AM Best and authorized to do business in a state or states in which the Interconnection Facilities are located. Nothing in this section relieves the Interconnected Entity from complying with the insurance requirements. In the event that the policies of the designers, engineers, or other parties used to satisfy the Interconnected Entity’s insurance obligations under this section become invalid for any reason, including but not limited to, (i) the policy(ies) lapsing or otherwise terminating or expiring; (ii) the coverage limits of such policy(ies) are decreased; or (iii) the policy(ies) do not comply with the terms and conditions of the Tariff; Interconnected Entity shall be required to procure insurance sufficient to meet the requirements of this section, such that there is no lapse in insurance coverage. Notwithstanding the foregoing, in the event an Interconnected Entity will not design or construct or cause to design or construct any new transmission facilities or Interconnection Facilities, Transmission Provider, in its discretion, may waive the requirement that an Interconnected Entity maintain the Professional Liability Insurance pursuant to this section.

#### **13.1A. Required Coverages For Generation Resources Of 20 Megawatts Or Less:**

Except as provided in section 13.1B below, each Interconnected Entity shall maintain the types of insurance as described in section 13.1 paragraphs A through E in an amount sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. Additional insurance may be required by the Interconnection Customer, as a function of owning and operating a generating facility. All insurance shall be procured from insurance companies rated “A-” VII or better by AM Best and authorized to do business in a state or states in which the Interconnection Facilities are located. Failure to maintain required insurance shall be a Breach of the Interconnection Service Agreement.

#### **13.2 Additional Insureds:**

The Commercial General Liability, Business/Commercial Automobile Liability and Excess/Umbrella Liability policies procured by each Interconnected Entity (the “Insuring Interconnected Entity”) shall include each other Interconnection Party (the “Insured Interconnection Party”), and its respective officers, agents and employees as additional insureds, providing all standard coverages and covering liability of the Insured Interconnection Party arising out of bodily injury and/or property damage (including loss of use) in any way connected with the operations, performance, or lack of performance under this Interconnection Service Agreement.

### 13.3 Other Required Terms:

The above-mentioned insurance policies (except workers' compensation) shall provide the following:

(a) Each policy shall contain provisions that specify that it is primary and non contributory in keeping with the coverage afforded to an additional insured for any liability arising out of that party's negligence, and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Insuring Interconnected Entity shall be responsible for its respective deductibles or retentions.

(b) If any coverage is Each policy, if written on a Claims First Made Basis, continuous coverage shall be maintained or an extended discovery period will be exercised for a period of not less than shall be maintained in full force and effect for two (2) years after termination of the Interconnection Service Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Interconnection Parties.

(c) Provide for a waiver of all rights of subrogation which the Insuring Interconnected Entity's insurance carrier might exercise against the Insured Interconnection Party.

### 13.3A No Limitation of Liability:

The requirements contained herein as to the types and limits of all insurance to be maintained by the Interconnected Entities are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Interconnection Parties under the Interconnection Service Agreement.

### 13.4 Self-Insurance:

Notwithstanding the foregoing, each Interconnected Entity may self-insure to meet the minimum insurance requirements of this Section 13 of this Appendix 2 to the extent it maintains a self-insurance program, provided that such Interconnected Entity's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this Section 13. For any period of time that an Interconnected Entity's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under this Section 13. In the event that an Interconnected Entity is permitted to self-insure pursuant to this section, it shall notify the other Interconnection Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Section 13.5 of this Appendix 2.

### 13.5 Notices; Certificates of Insurance:

All policies of insurance shall provide for thirty days prior written notice of cancellation or material adverse change. If the policies of insurance do not or cannot be endorsed to provide thirty days prior notice of cancellation or material adverse change, each Interconnected Entity shall provide the other Interconnected Entity with written notice thirty days prior to a cancellation or material adverse change to any of the insurance required in this agreement. Each Interconnected Entity shall provide the other with certificates of insurance prior to Initial Operation of the Customer Facility and thereafter at such time intervals as they shall mutually agree upon, provided that such interval shall not be less than one year. All certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commercial Automobile ~~liability~~-Liability and Excess/Umbrella ~~liability~~-Liability coverages, and that this insurance is primary with a waiver of subrogation in favor of the other Interconnected Entities included.

### 13.6 Subcontractor Insurance:

In accord with Good Utility Practice, each Interconnected Entity shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Interconnected Entity's discretion, but regardless of bonding, the hiring principal shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

### 13.7 Reporting Incidents

The Interconnection Parties shall report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of the Interconnection Service Agreement.

**ATTACHMENT P**  
**FORM OF INTERCONNECTION CONSTRUCTION SERVICE AGREEMENT**  
**APPENDIX 2, SECTION 11 INSURANCE**

**Attachment P, Form of Interconnection Construction Service Agreement,  
Appendix 2, Section 11**

**11.1 Required Coverages For Generation Resources Of More Than 20 Megawatts or  
Merchant Transmission Facilities:**

Each Constructing Entity shall maintain, at its own expense, insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-" VII or better by AM Best and authorized to do business in a state or states in which the Interconnection Facilities will be located. Failure to maintain required insurance shall be a Breach of the Interconnection Construction Service Agreement.

A. Workers Compensation Insurance with statutory limits, as required by the state and/or jurisdiction in which the work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

B. Commercial General Liability Insurance covering liability arising out of including premises, ~~and~~ operations, personal and advertising injury, ~~broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification),~~ products and completed operations, ~~coverage, coverage for explosion, collapse and underground hazards,~~ independent contractors coverage, liability assumed under an insured contract, coverage, coverage for pollution to the extent normally available and punitive damages to the extent enforceable under applicable law normally available and a cross liability endorsement, with ~~minimum~~ limits of not less than One-one Million-million Dollars-dollars (\$1,000,000) per occurrence/One-one Million-million Dollars-dollars (\$1,000,000) general aggregate, One Mmillion dollars (\$1,000,000) products and completed operations aggregate, combined single limit for personal injury, bodily injury, including death and property damage.

C. Business/Commercial Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a ~~minimum~~, combined single limit of not less than One-one Million-million Dollars-dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess / Umbrella Liability Insurance with a limit of liability of twenty million dollars (\$20,000,000.00) per occurrence. These limits apply in excess of the employer's liability, commercial general liability and business/commercial automobile liability coverages described above.

E. Professional Liability, including Contractors Legal Liability, providing errors, omissions and/or malpractice coverage. Coverage shall be provided for the Constructing Entity's duties, responsibilities and performance outlined in this Interconnection Construction Service Agreement, with limits of liability as follows:

\$10,000,000 each occurrence  
\$10,000,000 aggregate



An Interconnected Entity may meet the Professional Liability Insurance requirements by requiring third-party contractors, designers, or engineers, or other parties that are responsible for design work associated with the transmission facilities or Interconnection Facilities necessary for the interconnection to procure professional liability insurance in the amounts and upon the terms prescribed by this section 11.1(E), and providing evidence of such insurance to the other Interconnected Entity. Such insurance shall be procured from companies or a non-admitted carrier rated “A-” VII or better by AM Best and authorized to do business in a state or states in which the Interconnection Facilities are located. Nothing in this section relieves the Interconnected Entity from complying with the insurance requirements. In the event that the policies of the designers, engineers, or other parties used to satisfy the Interconnected Entity’s insurance obligations under this section become invalid for any reason, including but not limited to, (i) the policy(ies) lapsing or otherwise terminating or expiring; (ii) the coverage limits of such policy(ies) are decreased; or (iii) the policy(ies) do not comply with the terms and conditions of the Tariff; Interconnected Entity shall be required to procure insurance sufficient to meet the requirements of this section, such that there is no lapse in insurance coverage. Notwithstanding the foregoing, in the event an Interconnected Entity will not design or construct or cause to design or construct any new transmission facilities or Interconnection Facilities, Transmission Provider, in its discretion, may waive the requirement that an Interconnected Entity maintain the Professional Liability Insurance pursuant to this section.

#### **11.1A. Required Coverages For Generation Resources Of 20 Megawatts Or Less:**

Except as provided in section 11.1B below, each Constructing Entity shall maintain the types of insurance as described in section 11.1 paragraphs A through E above in an amount sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. Additional insurance may be required by the Interconnection Customer, as a function of owning and operating a generating facility. All insurance shall be procured from insurance companies rated “A-” or better by AM Best and authorized to do business in a state or states in which the Interconnection Facilities are located. Failure to maintain required insurance shall be a Breach of the Interconnection Construction Service Agreement.

#### **11.2 Additional Insureds:**

The Commercial General Liability, ~~Business/Commercial~~ Automobile ~~liability-Liability~~ and Excess/Umbrella ~~liability-Liability~~ policies procured by each Constructing Entity (the “Insuring Constructing Entity”) shall include each other Construction Party (the “Insured Construction Party”), its officers, agents and employees as additional insureds, providing all standard coverages and covering liability of the Insured Construction Party arising out of bodily injury and/or property damage (including loss of use) in any way connected with the operations, performance, or lack of performance under this Interconnection Construction Service Agreement.

### 11.3 Other Required Terms:

The above-mentioned insurance policies (except workers' compensation) shall provide the following:

(a) Each policy shall contain provisions that specify that it is primary and ~~non contributory in keeping with the coverage afforded to an additional insured and for any liability arising out of that party's negligence and~~ shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Insuring Constructing Entity shall be responsible for its respective deductibles or retentions.

(b) ~~If any coverage is~~ Each policy, if written on a Claims First Made Basis, ~~continuous coverage shall be maintained or an extended discovery period will be exercised for a period of not less than shall be maintained in full force and effect for two (2) years after termination of the Interconnection Construction Service Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Construction Parties.~~

(c) Provide for a waiver of all rights of subrogation which the Insuring Constructing Entity's insurance carrier might exercise against the Insured Construction Party.

### 11.3A No Limitation of Liability:

The requirements contained herein as to the types and limits of all insurance to be maintained by the Constructing Entities are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Construction Parties under the Interconnection Construction Service Agreement.

### 11.4 Self-Insurance:

Notwithstanding the foregoing, each Constructing Entity may self-insure to meet the minimum insurance requirements of this Section 11 to the extent it maintains a self-insurance program; provided that such Constructing Entity's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this Section 11. For any period of time that a Constructing Entity's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, it shall comply with the insurance requirements applicable to it under this Section 11. In the event that a Constructing Entity is permitted to self-insure pursuant to this section, it shall notify the other Construction Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Section 11.5.

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### **11.5 Notices; Certificates of Insurance:**

Prior to the commencement of work pursuant to this Agreement, the Constructing Entities agree to furnish each other Construction Party with certificates of insurance evidencing the insurance coverage obtained in accordance with this Section 11. All certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commercial Automobile ~~Liability~~-Liability and Excess/Umbrella ~~Liability~~ Liability coverages, and that this insurance is primary with a waiver of subrogation included. All policies of insurance shall provide for thirty days prior written notice of cancellation or material adverse change. If the policies of insurance do not or cannot be endorsed to provide thirty days prior written notice of cancellation or material adverse change, each Construction Entity shall provide the other with thirty days prior written notice of cancellation or material adverse change to any of the insurance required in this agreement.

### **11.6 Subcontractor Insurance:**

In accord with Good Utility Practice, each Constructing Entity shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Constructing Entity's discretion, but regardless of bonding, the hiring principal shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

### **11.7 Reporting Incidents:**

The Construction Parties shall report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of the Interconnection Construction Service Agreement.

**ATTACHMENT GG  
FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT  
APPENDIX III, SECTION 11 INSURANCE**

## 11.0 Insurance

### 11.1 Required Coverages.

Constructing Entity shall maintain, at its own expense, insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-" VII or better by AM Best and authorized to do business in a State or States in which the Direct Assignment Facilities or Customer-Funded Upgrades, identified in Appendix I to this Upgrade CSA, will be located. Failure to maintain required insurance shall be a Breach of this Upgrade CSA.

A. Workers Compensation Insurance with statutory limits, as required by the State and/or jurisdiction in which the work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

B. Commercial General Liability Insurance covering liability arising out of~~including~~ premises ~~and~~ operations, personal ~~and advertising~~ injury, ~~broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification),~~ products and completed operations, ~~coverage, coverage for explosion, collapse and underground hazards,~~ independent contractors coverage, liability assumed under an insured contract, coverage for pollution to the extent normally available and punitive damages to the extent enforceable under applicable law~~normally available and a cross liability endorsement,~~ with ~~minimum~~ limits of not less than One-one Million-million Dollars-dollars (\$1,000,000) per occurrence/~~One-one Million-million Dollars-dollars~~ (\$1,000,000) general aggregate, One Mmillion Ddollars (\$1,000,000) products and completed operations aggregate~~combined single limit for personal injury, bodily injury, including death and property damage.~~

C. Business/Commercial Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a ~~minimum~~, combined single limit of not less than One-one Million-million Dollars-dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess/Umbrella Liability Insurance with a limit of liability of twenty million dollars (\$20,000,000.00) per occurrence. These limits apply in excess of the employer's liability, commercial general liability and business/commercial automobile liability coverages described above.

E. Professional Liability, including Contractors Legal Liability, providing errors, omissions and/or malpractice coverage. Coverage shall be provided for the Constructing Entity's duties, responsibilities and performance outlined in this Upgrade CSA, with limits of liability as follows:

\$10,000,000 each occurrence

\$10,000,000 aggregate

An entity may meet the Professional Liability Insurance requirements by requiring third-party contractors, designers, or engineers, or other parties that are responsible for design and engineering work associated with the Direct Assignment Facilities or Customer-Funded Upgrades, identified in Appendix I to this Upgrade CSA, necessary for the transmission service to procure professional liability insurance in the amounts and upon the terms prescribed by this section, and providing evidence of such insurance to the other entity. Such insurance shall be procured from companies or a non-admitted carrier rated “A-” VII or better by AM Best and authorized to do business in a State or States in which the Direct Assignment Facilities or Customer-Funded Upgrades, identified in Appendix I to this Upgrade CSA, are located. Nothing in this section relieves the entity from complying with the insurance requirements. In the event that the policies of the designers, engineers, or other parties used to satisfy the entity’s insurance obligations under this section become invalid for any reason, including but not limited to: (i) the policy(ies) lapsing or otherwise terminating or expiring; (ii) the coverage limits of such policy(ies) are decreased; or (iii) the policy(ies) do not comply with the terms and conditions of the Tariff; entity shall be required to procure insurance sufficient to meet the requirements of this section, such that there is no lapse in insurance coverage. Notwithstanding the foregoing, in the event an entity will not design or construct or cause to design or construct any new Direct Assignment Facilities or Customer-Funded Upgrades, Transmission Provider, in its discretion, may waive the requirement that an entity maintain the Professional Liability Insurance pursuant to this section.

**11.2 Additional Insureds:**

The Commercial General Liability, ~~Business/Commercial~~ Automobile ~~liability-Liability~~ and Excess/Umbrella ~~liability-Liability~~ policies procured by each Constructing Entity (the “Insuring Constructing Entity”) shall include each other party (the “Insured Party”), its officers, agents and employees as additional insureds, providing all standard coverages and covering liability of the Insured Party arising out of bodily injury and/or property damage (including loss of use) in any way connected with the operations, performance, or lack of performance under this Upgrade CSA.

### 11.3 Other Required Terms:

The above-mentioned insurance policies (except workers' compensation) shall provide the following:

(a) Each policy shall contain provisions that specify that it is primary and non contributory in keeping with the coverage afforded to an additional insured and for any liability arising out of that party's negligence and, shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Insuring Constructing Entity shall be responsible for its respective deductibles or retentions.

(b) If any coverage is Each policy, if written on a Claims First Made Basis, continuous coverage shall be maintained or an extended discovery period will be exercised for a period of not less than shall be maintained in full force and effect for two (2) years after termination of this Upgrade CSE, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Construction Parties.

(c) Provide for a waiver of all rights of subrogation which the Insuring Constructing Entity's insurance carrier might exercise against the Insured Party.

### 11.4 No Limitation of Liability:

The requirements contained herein as to the types and limits of all insurance to be maintained by the Constructing Entities are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under the Upgrade CSA.

### 11.5 Self-Insurance:

Notwithstanding the foregoing, each Constructing Entity may self-insure to meet the minimum insurance requirements of this section to the extent it maintains a self-insurance program; provided that such Constructing Entity's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this Section 11. For any period of time that a Constructing Entity's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, it shall comply with the insurance requirements applicable to it under this Section 11. In the event that a Constructing Entity is permitted to self-insure pursuant to this section, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Section 11.6 of this Appendix III.

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### **11.6 Notices; Certificates of Insurance:**

Prior to the commencement of work pursuant to this Upgrade CSA, the Constructing Entities agree to furnish certificates of insurance evidencing the insurance coverage obtained in accordance with this Section 11. All certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commerical Automobile ~~liability-Liability~~ and Excess/Umbrella ~~liability-Liability~~ coverages, and that this insurance is **primary** with a waiver of subrogation included. All policies of insurance shall provide for thirty days prior written notice of cancellation or material adverse change. If the policies of insurance do not or cannot be endorsed to provide thirty days prior written notice of cancellation or material adverse change, each Constructing Entity shall provide the other with thirty days prior written notice of cancellation or material adverse change to any of the insurance required in this Upgrade CSA.

### **11.7 Subcontractor Insurance:**

In accord with Good Utility Practice, each Constructing Entity shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Constructing Entity's discretion, but regardless of bonding, the Transmission Owner shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

### **11.8 Reporting Incidents:**

The Parties shall report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Upgrade CSA.