

FLOYD COUNTY SCHOOL BOARD TEAM PRINCIPLES OF OPERATIONS

To sustain and improve our effectiveness, the Floyd County School Board Team commits to:

- Provide exemplary leadership through clearly defined expectations, policies and ethical and respectful behavior.
- Make decision based on facts and thoughtful analysis that are best for all our students and community.
- Work together for the common good, be respectful of one another and others, not knowingly surprise one another.
- Devote our meetings to topics that advance academics and student health.
- Be good stewards of our community's human and other resources.
- Allocate resources fairly and equitably based on need.
- Support the Board's decision, seek to understand, disagree agreeably.
- Vote our individual conviction, based on principles and with consideration of our discussions.
- Speak only for myself unless authorized otherwise by the Board.
- Recognize that an individual board member has no authority.
- Prepare for and participate in board meetings with an open mind and contribute positively to discussion and our decision making process.
- Conduct our meetings with exemplary decorum and according to effective meetings' guidelines and practices.
- Honor our agreed chain of command and delegate authority and responsibility for effective and efficient implementation and demonstration.
- Seek and participate in opportunities to learn (roles, responsibilities, effective practices).
- Promote and support equality, efficiency and improvement by continually evaluating results and supporting process
- Seek and participate and support quality, efficiency and improvement by continually evaluating results and supporting process.
- Welcome, lead and encourage students' and citizens' involvement and support of our expectations and school.
- And respectfully remind each other of these Principles of OPERATIONS, for STUDENTS' health and learning SUCCESS.

Code of Ethics

As member of a Kentucky Board of Education and mindful of the pledges made in their oath of office, Board members shall accept the duty to represent their community and their District's students, parents and staff and to improve public education by putting "students first" in their decisions. To that end they will:

1. Govern effectively and with integrity, emphasize student achievement and practice good stewardship of the District's human, financial and property resources;
2. Participate in all Board meetings, insofar as possible, having studied advance materials and, having given careful consideration to input from individuals and/or interested community groups, ready to base decisions on independent judgment;
3. Act as a staunch advocate for high quality schools, instructional curricula and professional staff dedicated to the educational welfare of all children, regardless of their ability, race, creed, sex or social standing and maintain knowledge about educational advances as they evolve;
4. Obey and uphold all laws, rules, regulations and court orders of the Commonwealth of Kentucky and of the United States, reserving the right to bring about needed changes through legal and ethical procedures;
5. Help their constituents to understand the importance of broad community support and involvement in the public schools, especially by encouraging citizen participation in Board meetings, and in turn, serve their constituents by helping ensure accountability of the schools to the community;
6. Recognize their duty to listen as well as to lead, respect opinions which differ from their own, reflect that no one member acts or speaks for the Board, and remember that final actions, made by majority vote in an official meeting, should be supported by all members;
7. Provide community insight to the Superintendent and evaluate the administration's responses to community expectations, work to adopt effective policies which give the administration authority commensurate to its responsibilities, demonstrate the support and respect due the District's skilled, professional employees and shun actions which could be interpreted as an attempt to run the schools through the administration;
8. Avoid even the appearance of conflicts of interest by never performing official acts or otherwise engaging in financial transactions with the school system which could benefit them, accepting gifts of substantial economic value which could be viewed as improper influence, or disclosing or using confidential information acquired in the course of official duties for personal gain.

No member of the Board shall use the office of board member in an unethical manner or as a means to secure personal privileges for himself or others.

Adopted/Amended: 07/28/14
Order #: 18288



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson - District 5

SPECIAL CALLED MEETING

FLOYD COUNTY BOARD OF EDUCATION
MONDAY, FEBRUARY 9, 2015 – 6:00 P.M.
CENTRAL OFFICE
PRESTONSBURG, KENTUCKY

A G E N D A

- 1. CALL TO ORDER – ROLL CALL – Board Chair**
- 2. REVIEW/CONSIDER ACCEPTING RESPONSIBILITY REGARDING KDE RESPONSE TO BIDDING AND AWARDING OF BID OF THE EARTH WORK AND SITE DRAINAGE PACKAGE FOR THE NEW SCHOOL.**
- 3. CONSIDER/APPROVE GEOTHERMAL CONDUCTIVITY TESTING FOR THE NEW FLOYD COUNTY HIGH SCHOOL (BG 14-246).**
- 4. CONSIDER/APPROVE EQT ROAD CROSSING AGREEMNT.**
- 5. ADJOURNMENT.**

Dr. Henry Webb, Superintendent
Floyd County Schools

SPECIAL CALLED MEETING

**FLOYD COUNTY BOARD OF EDUCATION
MONDAY, FEBRUARY 9, 2015 – 6:00 P.M.
CENTRAL OFFICE
PRESTONSBURG, KENTUCKY**

A G E N D A

1. CHAIR'S WELCOME/CALL TO ORDER

JEFF STUMBO_____

LINDA C. GEARHEART_____

DR. CHANDRA VARIA_____

RHONDA MEADE_____

SHERRY ROBINSON_____

**2. REVIEW/CONSIDER ACCEPTING RESPONSIBILITY
REGARDING KDE RESPONSE TO BIDDING AND AWARDING OF
BID OF THE EARTH WORK AND SITE DRAINAGE PACKAGE
FOR THE NEW SCHOOL.**

3. CONSIDER/APPROVE GEOTHERMAL CONDUCTIVITY TESTING FOR THE NEW FLOYD COUNTY HIGH SCHOOL (BG 14-246).



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Consent Agenda Item (Action Item): Consider/Approve Geothermal Conductivity testing for the New Floyd County High School (BG 14-246).

Applicable Statute or Regulation: General Powers and Duties of the Board/Capital Construction Process 702 KAR 4:180.

Fiscal/Budgetary Impact: Lowest quote is \$17,850.00. An additional \$12 per foot for permanent steel casing if caves or other bad formations are encountered. The largest quote is for \$26,175.00.

History/Background:

Lowest Quote (Moses Drilling Company)

- **What is not included:** (These are standard exclusions although none may apply.) No replacement to any grasses, sods, concrete or blacktop encountered while on property. If casing is required, that will be an extra cost. Water must be made available on site for us to use for drilling and grouting. Site must be accessible for rig maneuvering and mobilization as there is no extra in this quote for dozers which would be an added cost. Drill location information must be made available for us to make calls to underground protection before mobilizing on site. There is no clean-up included in this quote.

Highest Quote (Jackson & Sons)

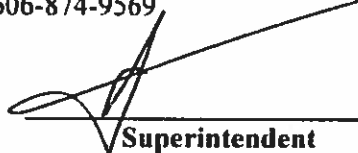
- The following will be required prior to commencement of work:
- All information necessary for public utility location (UPS)
- Any privately owned utility locating and marking will be the responsibility of the owner.
- A site plan showing the location of the borehole
- A stake or marker showing the location of the borehole

Recommended Action/Rationale: Approve Jackson & Sons. Decision for accepting the highest quote is due to the exclusions (what is not included) in Moses Drilling Company Quote.

Exclusions are, no clean-up, board would have to furnish water for the mixing of the grout, drilling, and no extra cost for dozers if needed. There is no water located on the site, indicating the board would have to pay for hauling water to the site.

Contact Person(s): Gregory Adams/606-874-9569


Director


Superintendent

Date: February 23, 2015

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.



January 9, 2015

REVISED PROPOSAL

Mr. Devin Cheek
CMTA Engineers
2429 Members Way
Lexington, KY 40504

Re: Geothermal Conductivity Test Quote – New Floyd Co. HS – Floyd Co., KY

Dear Mr. Cheek,

It is our pleasure to quote the geothermal conductivity testing for the project listed above. The scope of work in this quote is as follows:

- Provide the drilling of 2 (two), 500' vertical bore holes
- *Provide and install 1 (one), 1-1/4" SDR-9 HDPE vertical heat exchanger (one per bore)*
- Provide pressure test of HDPE heat exchangers
- Provide and install TC 1.0 enhanced bentonite grout in each bore
- Provide 1 (one), 48 hour thermal conductivity test per IGSHA Method B standards-meeting ASHRAE standard (one test per bore)
- Provide written report of tested thermal conductivity with undisturbed deep earth temperature, including detailed drill log (TC Test report will be standard format as interpreted and calculated by Ewbank and Associates of Fairview, OK) (one per bore)
- Water for drilling operations will be provided by Jackson Drilling
- Includes equipment mobilization and de-mobilization

Our quote for the above scope of work is:

1 - 48 Hour TC Test with test bore: \$26,175.00

The following will be required prior to commencement of work:

- All information necessary for public utility location (UPS)
- Any privately owned utility locating and marking will be the responsibility of the owner
- A site plan showing the location of the borehole
- A stake or marker showing the location of the borehole

JACKSON & SONS DRILLING & PUMP CO.

• Residential & Commercial Water Wells • Pump Sales & Service • Water Treatment

- Access to the site to accommodate the 60,000 # drill rig and support vehicles, water truck, crew trucks, etc. (rig is 8' wide and 38' long with the extended boom height of 38')

Notes:

- Assumes no overhead obstructions are in vicinity of this work area
- If ground water is encountered during the drilling of the test hole, this water will be lost on site through the surface of the surrounding area
- Does not include site preparation, road building for site access, site restoration, seeding or drill spoil removal
- Placement of test bore is typically located to allow this bore to be utilized in the final design.
- The completed TC Test bore(s) will be an "active" borehole(s) and could be utilized in the final design.
- If a quantity of natural gas is encountered that cannot be sealed utilizing standard bentonite grouting practices, additional expenses will be incurred on a per foot basis, not included in this proposal. Standby time during this period will be billed at a rate of \$400.00 per hour.
- *Under our current schedule, drilling of the test bore could proceed, 6 weeks from NTP. Upon completion of the drilling, the completed test bore must rest for 5 days to achieve thermal balance prior to the start of the testing procedure. Upon completion of the 48 hour data acquisition, the written report would be returned in eight to ten working days.*
- **Due to material pricing fluctuations, our quoted price is good for 90 days from bid date.**

Jackson Geothermal is an experienced geothermal contractor with thousands of tons of installed systems to its credit. Jackson Geothermal is fully staffed with IGSHPA (International Ground Source Heat Pump Association) accredited installers, designers and trainers, capable of providing large commercial turnkey geothermal field installations. If you have any questions regarding this quotation, please give me a call at (419) 566-1095.

Sincerely,



Jackson & Sons Drilling/Jackson Geothermal
Gregory S. Wells, CGD
Geothermal Sales Engineer

Kevin R. Moses
Crit E. Moses
K. Amos Moses

MOSES DRILLING COMPANY

Gray, Ky.

(606) 523-1215

MosesDrilling.com



Moses Drilling Company
153 Booger Hollow Road
Gray, KY 40734
Phone (606) 523-1215
Fax 866-896-0184

IGSHPA Certified
NATE Certified
Water Furnace GSC
Kentucky Water Well Certified

GEOHERMAL LOOP CONTRACTORS

Water Well Drilling & Other Specialty Services

kevin@mosesdrilling.com
amos@mosesdrilling.com

December 1, 2014

CMTA, Incorporated
Mr. Devin Check

~~Re: FHS~~ **Floyd County High School...REVISED**

~~Water Furnace GSC~~ **CMTA Project #: FHS14**

~~Water Furnace GSC~~

Please accept this as our quote for the test bores on this project. We are quoting (2) 500' deep test wells and we will provide well logs delineating subsurface conditions and recommendations, install (2) 1 1/4" x 1,010' DR9 uncoils, tremie grout test holes in place with 1.00 thermal enhanced grout and we will take (1) grout specimen of the grouting mixture to be sent off to the grout manufacturer to verify proper thermal performance of the grout mixture. We will complete (1) conductivity test and we will furnish report. We are a Kentucky Certified Water Well Driller as required and our certification number is 0281-0347. We can drill the test bores just about any time within three to seven working days from awarded notice. The conductivity test will follow behind the completed holes at about four days to give the earth time to return back to normal temperature. The conductivity test is 48 hours and the test results should be obtained within about a week from there.

Our quote for this project is \$17,850.00.

We will make our necessary calls to KY 811 as required. As with any quote you receive, if well casing is required for geological conditions such as caves or other bad formations, it is an added cost of \$12.00 per foot for permanent steel casing. Note... we will contact you if the need for casing should arise prior to installing.

What is not included: (These are standard exclusions although none may apply.) No replacement to any grasses, sods, concrete or blacktop encountered while on property. If casing is required, that will be an extra cost. Water must be made available on site for us to use for drilling and grouting. Site must be accessible for rig maneuvering and mobilization as there is no extra in this quote for dozers which would be an added cost. Drill location information must be made available for us to make calls to underground protection before mobilizing on site. There is no clean-up included in this quote.

If I can be of any further service, please advise and thank you for allowing us the opportunity to quote these test bores with you.

Sincerely,

K. Amos Moses

4. CONSIDER/APPROVE EQT ROAD CROSSING AGREEMNT.

ROAD CROSSING AGREEMENT

This **ROAD CROSSING AGREEMENT** (this "Agreement") is made and entered into this the ____ day of February, 2015, by and between **EQT Gathering, LLC**, a Delaware limited liability company, with an office at 1710 Pennsylvania Avenue, Charleston, West Virginia, 25302, party of the first part (hereinafter referred to as "EQT") and **Board of Education of Floyd County, Kentucky**, with an address of 106 N. Front Avenue, Prestonsburg, KY 41653, party of the second part, (hereinafter referred to as "PROPERTY OWNER").

WHEREAS, EQT is the owner of that pipeline known as the WL416461, a four inch pipeline, a portion of which is located on Gosling Branch, Floyd County, Kentucky (the "Pipeline"); and

WHEREAS, PROPERTY OWNER has requested that EQT construct two (2) road crossings over segments of the Pipeline to accommodate PROPERTY OWNER's operations (collectively, the crossings are hereinafter referred to as the "Crossing", as shown on Exhibit A).

EQT and PROPERTY OWNER agree as follows:

1. Pursuant to the terms hereof, EQT agrees to construct the Crossing, as shown on Exhibit A (all operations, work, and actions related to the road crossing construction are hereinafter collectively referred to as the "Work").
2. PROPERTY OWNER agrees to reimburse EQT for all costs incurred by EQT in the Work, which estimated costs are identified on the attached "Exhibit B," which costs include, but are not limited to, costs of contractors, labor, materials, supplies, testing, purging of lines and reclamation. PROPERTY OWNER shall also be responsible for any and all future costs incurred by EQT necessary to maintain or repair the crossing at the Crossing.
3. Upon receipt of an executed original of this Agreement, the insurance certificates required hereunder, and payment of the costs set forth on Exhibit B, EQT will initiate the Work. In the event the actual costs exceed the estimate, PROPERTY OWNER agrees to pay all of the additional cost within thirty (30) days after receipt of an itemized invoice from EQT. Any amount unpaid by PROPERTY OWNER and overdue by more than fifteen (15) days shall bear interest at an annual rate of twelve percent (12%) from the date the statement was first mailed by EQT. In the event actual costs are less than the estimate, EQT shall reimburse PROPERTY OWNER the difference.
4. PROPERTY OWNER shall have absolute, sole and complete responsibility of ensuring that it is and its employees, agents, contractors and subcontractors are fully aware of the exact location of the Pipeline and Crossing. PROPERTY OWNER shall advise all of its employees, contractors, subcontractors and agents of the location of the Pipeline and Crossing and shall ensure that the Pipeline and Crossing remain clearly marked and identified at all times during operations. PROPERTY OWNER and its employees, agents, contractors and subcontractors shall not travel across the Pipeline with equipment or machinery (including but not limited to heavy equipment), except at the Crossing once the Crossing have been completed and EQT has so advised PROPERTY OWNER. EQT has designed the Crossing in accordance with PROPERTY OWNER's information as to the equipment that will be utilizing the Crossing. The Crossing shall not be utilized by equipment weighing more than 35 tons when fully loaded. PROPERTY OWNER agrees that it shall have sole responsibility and shall be solely

liable for any and all damages as a result of its failure, or the failure of its agents, employees, contractors and subcontractors, to comply with the obligations and requirements in this Agreement, and agrees to compensate EQT for any damage or claims resulting from its said failure.

5. To the extent allowed by the laws of the Commonwealth of Kentucky, PROPERTY OWNER shall protect, defend, indemnify, release, and hold harmless EQT, its parent companies, subsidiaries, agents, attorneys, representatives, sister companies, related companies, insurers, reinsurers, advisors, assigns, successors, predecessors, affiliated companies, co-owners, co-lessees, contractors and subcontractors, and the directors, officers, employees, agents, and representatives of the foregoing from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses, including attorneys' fees and other costs of defense, that arise from or are associated with the Work, Pipeline, or Crossing, to the extent that the same are caused or occasioned by PROPERTY OWNER's actions, inactions, negligence, gross negligence, or misconduct.

6. PROPERTY OWNER's failure to comply with the terms of this Agreement, or PROPERTY OWNER's filing for bankruptcy, shall result in the immediate termination of this Agreement at EQT's option. Upon the termination of this Agreement, EQT shall have no obligation to undertake or complete any of the Work. The payment, damages, insurance, and indemnity provisions of this Agreement shall survive the termination of this Agreement.

7. PROPERTY OWNER agrees to secure and acquire all Rights of Way or Easements necessary, on EQT approved Right of Way Agreement forms, for the location of the Crossing, and to settle and pay any and all surface damages associated with the Work to be performed hereunder.

8. PROPERTY OWNER agrees to maintain and/or restore any EQT access roads or provide suitable alternate access, including the securing of legal rights of way on EQT approved forms for any such alternate access roads. Such alternate access shall be provided by PROPERTY OWNER prior to impacting any existing access road.

9. In case EQT fails to perform the Work, and such failure is due to acts of God or a public enemy, strikes, riots, injunctions, or other interference through legal proceedings, washouts, coal mining, timber operations, earthquakes, storms or the compliance with any state or federal statute, or with any order of the state or federal government or other branch thereof, or to any causes not due to the fault of EQT, such failure shall not be a violation by EQT of this Agreement.

10. All notices shall be in writing and may be given by personal delivery, facsimile transmission, e-mail, or by certified or registered United States mail.

11. If PROPERTY OWNER fails to comply with any of its obligations herein, EQT shall be entitled to recover its reasonable expenses incurred in seeking enforcement of PROPERTY OWNER's obligations, including attorney's fees and court costs.

12. The terms, provisions, covenants and conditions contained herein shall control in the event of any conflict with any term, provision, covenant or condition in any other agreement or document. This Agreement constitutes the entire agreement between the parties and supersedes any previous oral understanding as to the subject matter hereof, and may not be modified or amended by any party unless done so in writing and signed by all parties.

13. No failure or delay on the part of EQT in exercising any right, power or privilege hereunder and no course of dealing between PROPERTY OWNER and EQT shall operate as a waiver thereof.

14. If any provision herein is held to be partially or completely contrary to law and/or unenforceable, then this Agreement shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof.

15. This Agreement shall not be assigned by PROPERTY OWNER without EQT's written consent.

16. Without EQT's prior written consent, which shall be granted or not at EQT's sole discretion for any reason whatsoever, PROPERTY OWNER shall not disclose any information concerning this Agreement, or the terms or form hereof, and shall keep the same strictly confidential; except PROPERTY OWNER may make disclosures of information as reasonably required to its directors, officers, employees, or other representatives having a need to know or which may be legally compelled, provided however that said persons shall be bound to the confidentiality provisions hereof.

17. Insurance. PROPERTY OWNER shall comply with the requirements set forth on the attached Exhibit C.

IN TESTIMONY WHEREOF, EQT and PROPERTY OWNER have executed this Agreement as of the date first above written.

Board of Education of Floyd County, Kentucky

By: _____

Its: _____

EQT Gathering, LLC

By: _____

Its: _____



Location of Proposed Crossing

WL416461

Drill Hole

61
Gosling

Location of Proposed Crossing

EQT Gathering, LLC

1710 Pennsylvania Avenue

Charleston, West Virginia 25302

Exhibit "A"

WL416461 4" Road Crossings

Board of Education of Floyd County, Kentucky

Gosling Branch

QUAD

COUNTY

STATE

Wayland

Floyd

KY

SCALE: 1" = 500'



GATHERING, LLC

MAP

1 OF 1

DATE: 2/5/2015



DISCLAIMER
ALL INFORMATION DEPICTED ON THIS MAP PROVIDED BY EQT (BAND TERM) SHALL BE AN EQT PRODUCTION OR EQT MODIFIED. (DEPENDS ON WHO EQT ENTITY) PROVIDED THE MAP IS FOR INFORMATION PURPOSES ONLY AND SHALL BE TREATED AS CONFIDENTIAL INFORMATION AND SHALL ONLY BE USED FOR THE SOLE PURPOSE FOR WHICH IT WAS PROVIDED. ANY OTHER USES OF THIS MAP OR THE INFORMATION INCLUDED THEREON IS STRICTLY PROHIBITED. THE EXACT LOCATION OF THE FACILITIES (INCLUDING BUT NOT LIMITED TO: WELLS, PIPELINES, STRUCTURES, FACILITIES, LEASE BOUNDARIES OR ANY OTHER INFORMATION SHOWN ON THIS MAP SHALL NOT BE RELIED UPON FOR THE SPECIFIC LOCATION OF THE FACILITIES, AND THE PARTIES AGREE THAT THE INFORMATION SHOWN ON THE MAP MAY NOT HAVE BEEN PLACED ON THE MAP USING SURVEY LINES OR GPS COORDINATES. EQT MAKES NO WARRANTIES OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE MAP OR THE INFORMATION SHOWN THEREON. THE SPECIFIC LOCATION OF ANY OF THE INFORMATION INCLUDING ANY WELL, PIPELINE, STRUCTURE, FACILITY OR LEASE BOUNDARY, SHOULD BE DETERMINED BY A FIELD SURVEY PERFORMED BY A LICENSED SURVEYOR OR LATCH COMPLIANT WITH EQT. THIS MAP MAY NOT BE COPIED OR OTHERWISE MADE AVAILABLE TO ANY OTHER PARTY. IN PAPER OR ELECTRONIC FORM WITHOUT WRITTEN CONSENT FROM EQT. EQT EXPRESSLY AGREES THAT ITS USE AND/OR

“EXHIBIT B” - COSTS

| | |
|-------------------------|--------------------|
| Materials | \$10,600.00 |
| Pipe | \$8,205.24 |
| Contractor | \$18,828.46 |
| Inspection | \$9,800.00 |
| X-Ray | \$6,000.00 |
| Administrative Overhead | \$6,679.21 |
| Total | \$60,112.91 |

“EXHIBIT C” - INSURANCE

a. **Coverage Required.** Unless otherwise specified in writing by EQT, PROPERTY OWNER shall carry the following minimum coverages during the term of this Agreement and shall require its contractors and subcontractors to carry the same coverages.

i. Workers compensation insurance with statutory limits in full compliance with the workers' compensation and occupational disease act of the State in which the Work is being performed; and employer's liability insurance with limits of liability of not less than one million dollars (\$1,000,000.00). The policy or policies shall contain a waiver of subrogation against EQT.

ii. Commercial General Liability Insurance including Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Stop-Gap for monopolistic workers' compensation states, Property Damage, Independent Contractors, Personal and Advertising Injury, Broad Form Property Damage, Cross Liability, Hostile Fire, Underground, Explosion and Collapse as well as Care, Custody and Control coverages with a combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence, including primary and excess liability policies.

iii. Commercial Automobile Liability Insurance covering all owned, hired, and non-owned automobiles with combined Bodily Injury and Property Damage combined single limit of not less than five million dollars (\$5,000,000.00) per occurrence including primary and excess liability policies. In all states that have no-fault insurance laws, the policies obtained shall contain provisions that forbid subrogation claims against EQT.

b. All insurance coverages must be placed with insurance carriers that have a minimum AM Best rating of A. The policies required above (except for workers compensation insurance) shall be endorsed to name EQT, its parent companies, subsidiaries, related companies and their affiliates as additional insureds. Insurance required under this Agreement shall remain in effect until one year after the expiration of the statute of limitations for any claims arising from or based upon the Work. The insurance shall be equally available to any and all “additional insureds” designated on the certificate of insurance issued to said “additional insureds.”

c. **Primary Coverage.** The coverages required by this Agreement shall be primary and non-contributory. Any insurance or self-insurance maintained by EQT, its parent companies, affiliated and related companies, and subsidiaries shall be excess of PROPERTY OWNER's insurance until all of PROPERTY OWNER's applicable and available insurance, including umbrella and excess liability policies, is exhausted. The intent is for PROPERTY OWNER's insurance policies to be primary regardless of any “Other Insurance” or other methods of sharing language contained in PROPERTY OWNER's insurance policy or policies. PROPERTY OWNER shall waive all rights of subrogation and contribution against all additional insureds. PROPERTY OWNER shall be solely responsible for any deductible or self-insured retention under its insurance.

d. **Insurance Certificates, Endorsements, Policies.** Prior to commencing the Work, PROPERTY OWNER shall provide EQT with Certificates of Insurance specifically evidencing the coverages required by this Agreement, stating the policy numbers and the inception and expiration dates of all policies and providing for thirty (30) days' prior written notice to EQT by certified mail, return receipt requested, of any cancellation, non-renewal, or material alteration of any policy.

e. The failure of EQT to pursue or obtain any certificate of insurance, endorsement or to point out any non-compliance of any certificate of insurance, endorsement or broker's letter shall not constitute a waiver of any of the requirements of this Insurance Section or relieve PROPERTY OWNER of any of its obligations hereunder. Upon EQT's request at any time, PROPERTY OWNER shall provide EQT with copies of any or all of the policies required herein.

f. Failure to Comply. In the event that the insurance policies secured by PROPERTY OWNER do not comply with these insurance requirements, then EQT shall have the right to suspend the Work until all provisions of these insurance requirements have been complied with or to terminate the Agreement, at EQT's sole discretion.

5. ADJOURNMENT.