

Please review the limits listed below in conjunction with Section 10: Insurance and Bonds of the contract which provides specific details on the insurance form requirements.

DO NOT RELY SOLELY ON THE LIMITS LISTED BELOW.

Contract or PO Amount =	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
	\$100,000 or less	between \$100,000 and \$1,000,000	\$1,000,000 or greater

MINIMUM INSURANCE REQUIREMENTS

Commercial General Liability

Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Damage to Rented Premises (ea occ)	\$ 50,000	\$ 100,000	\$ 300,000
Med Exp (any one person)	\$ 5,000	\$ 25,000	\$ 25,000
Personal and Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000
Products – Comp/Op Agg	\$2,000,000	\$2,000,000	\$2,000,000

Worker's Comp & Employer's Liability

Employer's Liability – Bodily Injury by Accident	\$ 500,000 min	\$ 500,000 min	\$ 500,000 min
Employer's Liability – Bodily Injury by Disease	\$ 500,000 min	\$ 500,000 min	\$ 500,000 min
Employer's Liability – Bodily Injury by Disease (Policy Limit)	\$ 500,000 min	\$ 500,000 min	\$ 500,000 min

Commercial Automobile Liability

Coverage includes owned, non-owned and hired motor vehicles.

Bodily Injury, Each Person	\$1,000,000	\$1,000,000	\$1,000,000
Bodily Injury, Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage, Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000

Commercial Umbrella Policy

Each Occurrence	not required	\$1,000,000	\$5,000,000
Aggregate	not required	\$1,000,000	\$5,000,000

Professional Liability

Applicable if the contractor is performing or hiring anyone to perform design or engineering services. Professional Liability Policy providing coverage for claims against the Design Professional or Architect/Engineer caused by its negligent act, error or omission in the performance of its services under this Agreement.

Each Claim	\$2,000,000	\$2,000,000	\$2,000,000
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000
The deductible shall not be greater than	\$ 5,000	\$ 5,000	\$ 5,000

The coverage shall be in force from the time of the start of the Design Professional or Architect/Engineer's services under this Agreement and shall extend for a period covering the applicable statute of limitations or repose but no earlier than six (6) years from substantial completion of this project.

Pollution Liability

Applicable if the contractor is performing or hiring anyone to perform EFIS, earthwork, or refrigeration services.

Each Claim	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$1,000,000	\$1,000,000

The coverage shall be in force from the time of the start of the contractor's services under this Agreement and shall extend for a period covering the applicable statute of limitations or repose but no earlier than six (6) years from substantial completion of this project.

10. INSURANCE AND BONDS

Contractor shall secure, purchase, and maintain at a minimum the insurance coverage(s) set forth below. All coverage(s) required herein shall be provided by a company (or companies) lawfully authorized to do business in the jurisdiction in which the project is located. Each company providing insurance shall have a rating of A-/VII or better in the most recent version of Best's Key Rating Insurance Guide.

It is the obligation of the contractor to provide insurance that complies with all of the requirements of the contract documents. The contractor's agreement to provide insurance is a material part of the contractor's obligations under the contract documents. The parties intend that the contractor shall provide the required insurance and that such insurance shall protect the interests of OWNER and ESI notwithstanding any assertion or determination that any indemnity provision of the contract documents is void or unenforceable. The obligations of the contractor under the contract documents with respect to insurance shall not be waived by OWNER's or ESI's failure to request evidence of insurance – or to enforce any of the other provisions of the contract documents respecting insurance – or by OWNER's or ESI's failure to respond to or object to any submission by the contractor respecting insurance. The contractor shall be liable to OWNER and ESI for all damages incurred by OWNER and ESI as a result of the contractor's failure to carry the required insurance. OWNER and ESI do not represent that the listed limits and coverages are adequate to protect the contractor's interests – and assume no responsibility therefor.

Each contractor shall at a minimum provide:

- (A) **Commercial General Liability** insurance written on an occurrence basis (with limits of liability as set forth in ATTACHMENT INS-1) on a standard ISO CG 00 01 (10 01) policy form (or an equivalent form), with coverage including, but not limited to, *Premises and Operations Liability*, *Elevator Liability* (if applicable), *Products and Completed Operations Liability* (which shall be maintained for two (2) years after Final Completion or through the applicable statute of repose, whichever is longer), *Contractual Liability* including the indemnity obligations assumed by the contractor under the contract documents, *Independent Contractor Liability*, *Broad Form Property Damage* (including completed operations), *Explosion, Collapse and Underground*, and *Personal Injury and Advertising Liability*. The Commercial General Liability policy shall be endorsed with a per project general aggregate limit written on an ISO Form CG 25 03 or its equivalent; and
- (B) **Worker's Compensation and Employer's Liability** insurance as required by any applicable law or regulation (with limits of liability not less than those set forth in ATTACHMENT INS-1); and
- (C) **Commercial Automobile Liability** insurance (with limits of liability as set forth in ATTACHMENT INS-1) written on a standard ISO business or commercial auto form (or an equivalent form) providing for liability arising out of owned, non-owned, and hired vehicles; and
- (D) **Commercial Umbrella Policy** (with limits of liability as set forth in ATTACHMENT INS-1).

Commercial General Liability, Workers Compensation and Employer's Liability, Commercial Automobile Liability, and Commercial Umbrella insurance may each be arranged under a single policy for the full limits required – or by a combination of underlying policies with the balance provided by an Umbrella Liability policy.

Certain contractors are required to provide **Professional Liability** and **Pollution Liability** coverage per ATTACHMENT INS-1. Such insurance shall be primary to any insurance maintained by OWNER or ESI.

The **Commercial General Liability** and **Commercial Automobile Liability** policies shall include an endorsement in a form acceptable to ESI whereby OWNER, ESI and their respective subsidiaries are named as additional insureds for liability arising out of or related to the work and all operations performed for OWNER, ESI and or any of their subsidiaries by or on behalf of the contractor – including Completed Operations coverage. At the direction of OWNER and ESI, other indemnified parties shall also be included as additional insureds. The contractor's insurance shall also include an endorsement providing that there shall be severability of interests with respect to the additional insureds – and that all of the coverage afforded to OWNER and ESI (as well as additional insureds) through the contractor's insurance shall be primary and not contributory to any coverage available to OWNER and ESI under any other insurance held by OWNER and ESI. The required insurance policies shall also contain a waiver of subrogation in favor of OWNER and ESI.

The **Commercial General Liability** insurance policy shall be endorsed in favor of all additional insureds on an ISO CG 2010 (11 85) endorsement form or both ISO CG 2010 (10 01) and CG 2037 (10 01) endorsement forms – or endorsements that provide equivalent coverage.

The **Commercial Automobile Liability** insurance policy shall be endorsed in favor of all additional insureds on an ISO CA 20 48 endorsement form or its equivalent.

The **Commercial Umbrella Policy** shall be excess of the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies listed above. Excess/Umbrella Liability Policy follows form.

These policies shall contain a provision that coverage will not be canceled, allowed to expire, reduced or materially altered until at least thirty (30) days prior written notice has been given to both OWNER and ESI.

Certificates of Insurance showing required coverage and all material endorsements in force shall be delivered to OWNER and ESI prior to the commencement of the work – and again upon the annual renewal dates of the policies as long as they are required to be kept in force. These certificates of insurance and applicable insurance policies shall comply with the insurance requirements of the contract documents, but shall at a minimum include the following statement (or one that is substantially similar):

“OWNER and ESI are primary and non-contributory Additional Insureds on the CGL policy (including the CGL’s completed operations and third party over coverage) and Auto Liability policies. Also the CGL, Auto Liability, Employer’s Liability and Umbrella Policy (if required to obtain specified limits) contain a Waiver of Subrogation provision/endorsement in favor of OWNER and ESI.”