

Insurance Requirements

Contractor agrees to maintain the below listed Insurance to cover all of its own personnel engaged in performing services for the Owner under this Agreement in not less than the following amounts:

Worker's Compensation - Statutory Amount

Employer's Liability - \$500,000.00

Commercial General Liability

Personal injury and property damage:

\$1,000,000.00 combined single limit each occurrence and

\$2,000,000.00 aggregate

Business Automobile Liability for all vehicles (owned/leased vehicles; non-owned vehicles; hired vehicles)

Bodily injury and property damage:

\$500,000.00 combined single limit any one accident.

Umbrella Liability

\$2,000,000.00

Contractor shall add the Owner and its Board of Directors, together with their respective officers, elected officials, employees, and representatives, individually or collectively, as additional insureds on all required insurance policies, except workers' compensation, and any errors and omissions insurance that the Consultant might carry. The Commercial General Liability Policy and Excess Liability Policy (Umbrella Form) shall be of an "occurrence type" policy. Workers' compensation and employer's liability policies will provide a waiver of subrogation in favor of the Owner and the United States Government. Other appropriate coverages will also contain a similar waiver of subrogation clause. The Commercial General Liability Policy shall also include protection against claims insured by usual personal injury liability coverage, and a "protective liability" endorsement to ensure contractual liability assumed by Consultant under Article 11 entitled "...Indemnification."

This insurance shall be of the "all risks" type and shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to equipment and materials in transit to the job site and until the Owner receives the equipment and materials at the job site. The coverage amount shall be not less than one-half of the full amount of the total contract. Transportation insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear.

Contractor shall not commence any work under this Contract until he has obtained all the insurance coverage required under this Article and such insurance has been approved by Owner, nor shall Contractor

allow any Subcontractor to commence work on this Contract until the insurance required by the Subcontractor has been so obtained and approved.

Unless otherwise provided herein, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to any deductible amounts as may be provided herein, or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors, Project Manager and applicable Architect/Engineer's consultants in the Work, all of whom shall be listed as insured, or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided herein, and shall include damages, losses and expenses arising out of, or resulting from, any insured loss, or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Project Manager, applicable Architect/Engineer's, Attorneys and other professionals). If not covered under the "all risk" insurance, or otherwise provided herein this Agreement, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site, or in transit, when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph shall be of an "occurrence" type, and contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to Owner.