

## **TIER III VENDOR INSURANCE REQUIREMENTS**

### **. Commercial General Liability:**

Contractor shall maintain commercial general liability coverage (CGL) with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate. The CGL policy shall contain a per project aggregate endorsement.

Insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a more recent substitute form providing similar coverage) and shall cover liability arising from premises, operations, products-completed operations, contractual liability for insured contracts, and personal and advertising injury.

DuPage Airport Authority and the Architect shall be included as an insured under CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage. The CGL policy shall be endorsed to provide DuPage Airport Authority and the Architect with coverage on a primary and non contributory basis. Copies of all additional insured endorsements must be provided with the certificate of insurance and will be subject to approval by DuPage Airport Authority

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

The CGL policy shall provide a waiver of subrogation in favor of DuPage Airport Authority their agents, officers, directors and employees.

Continuing CGL Coverage. Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence for at least a three (3) year period following substantial completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a more recent form providing equivalent coverage) and shall cover liability arising from products-completed operations and liability assumed under an insured contract. Contractor shall name DuPage Airport Authority as additional insureds with primary and non contributory coverage for each CGL policy covering the three (3) year period following substantial completion. Contractor shall provide a waiver of subrogation in favor of DuPage Airport Authority for each CGL policy covering the three (3) year period following substantial completion.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

## **2. Commercial Umbrella Liability Insurance:**

Contractor shall maintain commercial umbrella insurance with a limit of not less than \$5,000,000 per occurrence.

The Contractor's commercial umbrella liability policy shall be a "following form" policy and any additional insured under any policy of "underlying insurance" will automatically be an insured under this umbrella form.

The Contractor's commercial umbrella policy shall provide coverage limits in excess of all primary underlying coverage limits including the Commercial General Liability Policy (CGL); the Business Auto Policy; and the Employers Liability Section of the Workers Compensation Policy.

Continuing Commercial Umbrella Policy Coverage: The Contractor shall maintain commercial umbrella policy with a limit of not less than \$5,000,000 each occurrence for a period of at least three (3) years following substantial completion of the Work. This policy shall provide "following form" coverage for products-completed operations and liability assumed under an insured contract.

## **3. Business Auto Insurance**

Contractor shall maintain business auto liability insurance with a primary limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Business Auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a more recent substitute form providing similar coverage. Contractor shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the DuPage Airport Authority, their agents, officers, directors and employees.

The Contractors Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

## **4. Workers Compensation Insurance**

Contractor shall maintain workers compensation and employers liability insurance in the State of Illinois.

Coverage A limits shall be statutory.

Coverage B employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The Contractors Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of DuPage Airport Authority and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

## **5. Professional Liability Insurance**

All electrical, mechanical and plumbing contractors, and any other contractor performing **design work**, must provide professional liability coverage with a minimum limit of \$2,000,000 each claim. The retroactive date of the coverage must be the earlier of the date of the contract or the date work is first commenced.

Professional liability coverage must be maintained with continuity throughout the 3-year period following substantial completion of the work with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

## **6. Contractor Pollution Liability**

Contractor's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by contractor. Pollution liability coverage must be maintained with continuity throughout the 3-year period following substantial completion of the work with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

## **7. General Requirements Applicable to All Insurance**

### **A. Evidence of Insurance**

Prior to commencement of the work, Contractor shall furnish DuPage Airport Authority with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days' written notice to DuPage Airport Authority prior to cancellation or material change of any insurance referred herein.

The words "endeavor to" shall be deleted from the cancellation provision of all certificates provided by the Contractor.

Failure of DuPage Airport Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DuPage Airport Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

DuPage Airport Authority shall have the right, but not the obligation, to prohibit Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by DuPage Airport Authority.

Failure to maintain the insurance required in this schedule shall constitute an event of default under this agreement and shall allow DuPage Airport Authority to immediately terminate this agreement at DuPage Airport Authority's option. If Contractor fails to maintain the insurance as set forth herein, DuPage Airport Authority shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to DuPage Airport Authority when requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of DuPage Airport Authority's written request for said copies.

#### **B. General Insurance Provisions**

**No Representation of Coverage Adequacy** – By requiring the insurance as set out in this schedule, DuPage Airport Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to DuPage Airport Authority in this Agreement, or any other provision of the Contract Documents.

**Cross Liability** – If Contractor's liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this Schedule are independent from all other obligations of Contractor under this Agreement, including Contractor's obligation to defend, indemnify and hold harmless the DuPage Airport Authority, and apply whether or not required by any other provision of this Agreement.

**Subcontractors Insurance** – Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this Schedule. When requested by DuPage Airport Authority, Contractor shall furnish to DuPage Airport Authority copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including

coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

The Contractor waives all rights against the DuPage Airport Authority and any of its agents and employees for damages caused by fire or other perils to the extent covered by property insurance.

The Contractor's commercial general liability policy shall name the DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185, as an additional insured on a primary and non-contributory basis.

In the event the requirements of this Exhibit A conflict with insurance requirements elsewhere in the Contract Documents, the requirements in this Exhibit A shall control.