

SECTION 019
CONTRACTOR'S INSURANCE

1.0 Contractor's Insurance

The Contractor shall not commence work under this project until he has obtained all insurance required under this paragraph and such insurance has been approved by the Sanitary District, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the District.

1.1 Compensation Insurance

The Contractor shall take out and maintain during the life of this project Worker's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor, and any such insurance obtained by any subcontractor or subcontractors shall be approved by the District. In case any class of employees engaged in hazardous work at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected, and any such insurance shall be approved by the District.

1.2 Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of the project such Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this project, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Commercial General Liability Insurance that provides Property Damage and/or Bodily Injury in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Sanitary District shall be added as additional insured to Commercial General Liability Insurance.

The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of such nature in amounts not less than that required of the principal Contractor, and any and all insurance obtained by any Subcontractor or Subcontractors shall be approved by the District.

1.3 Owner's Protective Liability and Property Damage Insurance

The Contractor and any Subcontractors thereof shall obtain Owner's Protective Liability and Property Damage Insurance. The intent of Owner's Protective Liability and Property Damage Insurance is to protect the Sanitary District or any of its employees, officers or agents against claims arising from the operations of the Contractor or his Subcontractors. If endorsements to the above public liability and property damage insurance policies cannot be made, then separate policies providing such protection must be furnished by the Contractor.

1.4 Automobile Insurance

The Contractor shall take out and maintain during the life of the project such automobile insurance as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.

1.5 Umbrella Coverage

The Contractor shall take out and maintain during the life of the project such Umbrella Coverage as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate.

1.6 Property Insurance

The Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided or required by Laws and Regulations). This insurance shall:

- (1) include the interests of Owner, Contractor, Subcontractors, and Engineer;
- (2) be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions; include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner or the Engineer prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

2.0 Proof of Carriage of Insurance

The Contractor shall furnish the District with satisfactory proof of carriage of the insurance required.

3.0 Contract Security

The Contractor shall furnish a Performance Bond in the attached form in an amount at least equal to one-hundred (100) percent of the contract price as security for the faithful performance of this contract. The period of the bond shall be continuous from the date of the Contract to the end of the two (2) year guarantee period for the work.

END OF SECTION

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