

## EXHIBIT EIGHT (8)

### INSURANCE REQUIREMENTS Construction

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- A. Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Scope of Services/Project. The cost of such insurance shall be included in the Contractor's bid.
- B. Contractor shall maintain the following coverages and minimum limits:
1. Commercial General Liability: [ISO "occurrence" form or its equivalent]
    - a. \$2,000,000 General Aggregate
    - b. \$1,000,000 per occurrence limit Bodily injury/Property damage
    - c. \$1,000,000 Personal/Advertising injury
    - d. \$1,000,000 Products & Completed operations aggregate limit.
  2. Business Auto Coverage: (Applicable to any *Owned, hired, and non-owned autos*) \$1,000,000 property damage / bodily injury, combined single per Accident limit - Any Auto. If no autos are owned by the proposing Contractor, a non-owned auto liability endorsement on the Commercial General Liability program is acceptable.
  3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Missouri and employers' liability limits of \$100,000/\$500,000/\$100,000. When workers compensation insurance policy is applicable "other states" coverage is required. Regardless of any minimum number of employees to trigger statutory responsibility, the City requires evidence of Workers' Compensation insurance should the Contractor have any employees.
  4. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability.
- Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by Contractor.
- Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
5. Professional Liability (if required for self perform or delegated design): The Consultant/Consulting Engineer shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount not less than One Million Dollars (\$ 1,000,000.00), and shall provide the City with certification thereof.
- C. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the service/project as the City's interest may appear on the

General Liability and any applicable Umbrella Liability. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 2010; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
2. The insurance coverages are to be provided by Missouri admitted insurance companies with a Best's rating of at least A-:VIL Those not admitted must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance if \$50,000 or higher per claim/loss. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
6. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.

F. Subcontractors. The Contractor may include all subcontractors as additional insured under its insurance policies or shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Special Insurance Requirements - if applicable:

1. If blasting is required, provisions of the Independence City Code shall be followed, including permit, insurance, seismograph, and notification.
2. Builder's Risk will be required for protection against vandalism and malicious mischief when the construction involves a building when there is a probable risk of loss exceeding \$25,000.00. When equipment and/or materials of \$25,000.00 or more are involved, Inland Marine Insurance may be required to protect such items in transit.
3. When construction work is required on railroad property, the contractor shall obtain, pay for, and maintain a Railroad Protective Liability Insurance contract for and in behalf of each railroad involved and as specified in the ITB.
4. Should a crane be utilized, such coverage must be specifically noted in the description section of any certificate of insurance or, a copy of the endorsement extending coverage to crane operations will be necessary.

#### H. Indemnity

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

#### **ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.