

# Request for Proposals



## INSURANCE REQUIREMENTS

## EXHIBIT C

The Construction Manager must provide and maintain at Construction Manager's own expense, until expiration or termination of the Agreement and during the time period following expiration if Construction Manager is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

### A. INSURANCE TO BE PROVIDED

1. **Commercial General Liability** insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from the Construction Manager's operations and completed operations under the Agreement, whether such operations be by Construction Manager or by the Construction Manager's subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:
  - (a) At a minimum, the following limits and coverages:
    - i. \$2,000,000 each occurrence
    - II. \$2,000,000 personal and advertising injury
    - III. \$3,000,000 general aggregate
    - IV. \$3,000,000 products-completed operations aggregate
  - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Construction Manager.
  - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Project is located.
  - (d) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01.
  - (e) Contain a severability or separation of insureds clause.
  - (f) The Massachusetts Clean Energy Technology Center, the Owner's Representative's and any other Entity or Owner must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
  - (g) The insurance maintained by Construction Manager shall be primary with respect to the interest of the Owner, and any other insurance or self-insurance maintained by Owner or the Additional Insureds is in excess and shall not contribute to Construction Manager's insurance in all instances regardless of any like insurance that Owner or the Additional Insureds may have.

Construction Manager shall not permit any Subcontractors or Sub-subcontractors to commence work on or relating to the Work until such subcontractor has complied with the insurance requirements set forth in this Schedule. Construction Manager shall be responsible for any Subcontractor's or Sub-subcontractor's failure to comply with the requirements of this Exhibit as they apply to such Subcontractor or Sub-subcontractor.

### 2. Professional Liability

- (a) Minimum coverage for each claim \$3,000,000
- (b) Minimum annual coverage \$5,000,000
- (c) Extended reporting period for six (6) years following the termination of this Agreement.

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3. **Contractor's Pollution Liability** insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
4. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by the Construction Manager or its subcontractors, including each of the following:
  - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to (Construction Manager).
  - (c) Waiver of Subrogation endorsement in favor of Owner.
5. **Follow-Form Umbrella (excess) Liability** insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Construction Manager under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance.
6. **Workers' Compensation** insurance, including employer's liability, for all persons whom the consultant employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:
  - (a) Coverage A (Workers' Compensation) – pursuant to statutory requirements
  - (b) Coverage B (Employer's Liability) – at a minimum, the following limits and coverages:
    - i. \$1,000,000 for each accident, for bodily injury by accident
    - ii. \$1,000,000 for each employee, for bodily injury by disease
    - i. \$1,000,000 for each disease policy limit
7. **Property Insurance** providing coverage for property in which Construction Manager retains the risk of loss as to their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Construction Manager. If Construction Manager chooses to self-insure any of the property described under this Section, it is agreed that Construction Manager shall hold Owner and its representatives, agents and employees harmless for any loss or damage to that property.
8. **Subcontractor's Insurance.** Construction Manager shall require that each subcontractor comply with the insurance requirements above (with insurance limits as are acceptable to the Owner), with the exception of the insurance set forth in paragraphs 5 and 2 unless the subcontractor has some design responsibility associated with the Work and then subcontractor will also comply with paragraph 2. Before permitting any Subcontractors to perform any Work, Construction Manager shall obtain a certificate of insurance from each such Subcontractor evidencing that such Subcontractor has obtained the required minimum insurance and has added those entities as Additional Insureds with respect to the Commercial General Liability and Commercial Automobile Liability insurance as required herein. All policies of Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against Construction Manager and the additional insureds.

## B. ADDITIONAL REQUIREMENTS

The Construction Managers must furnish the Massachusetts Clean Energy Technology Center, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Construction Manager must submit evidence of insurance to the Massachusetts Clean Energy Technology Center before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Massachusetts Clean Energy Technology Center to obtain certificates or other insurance evidence from the Construction Manager is not a waiver by the Massachusetts Clean Energy Technology Center of any requirements for the Construction Manager to obtain and maintain the specified coverage. The Construction Manager will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Construction Manager of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Massachusetts Clean Energy Technology Center retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated. The Massachusetts Clean Energy Technology Center reserves the right to obtain copies of insurance policies and records from the Construction Manager and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Massachusetts Clean Energy Technology Center if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Construction Manager.

The Construction Manager hereby waives and agrees to require their insurers to waive their rights of subrogation against the Massachusetts Clean Energy Technology Center, the Owner's representative's and any other User Agency or Owner or their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by the Construction Manager in no way limit the Construction Managers liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Massachusetts Clean Energy Technology Center, and any other User Agency or Owner do not contribute with insurance provided by the Construction Manager under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Construction Manager is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

If Construction Manager or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Owner's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.