

CONTRACTOR AND SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract unless he has obtained the insurance required under this paragraph, and such insurance has been approved by the Owner, nor shall the Contractor permit any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

a) Workman's Compensation

The Contractor shall furnish evidence to the City that, with respect to the operations he performs, he carries Workmen's Compensation Insurance, in addition to Employer's Liability Insurance.

(b) Contractor's Bodily Injury Liability and Property Damage

The Contractor shall furnish evidence to the City that, with respect to the operations he performed, he carries regular Contractor's Bodily Injury Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit per accident, a total or aggregate limit of \$1,000,000 for all damages arising out of injury to or destruction of property during the policy period.

Policy requirements shall be such that insurance provided in compliance with Contractor's Bodily Injury and Property Damage Liability Insurance shall cover liability of the Contractor for damage because of bodily injury to or death of persons and injury to or destruction of property which may be suffered by persons other than his own employees as a result of the negligence of the Contractor in performing the work covered by his Contract. Policy requirements shall also be such that insurance provided in compliance with Contractor's Property Damage Liability Insurance shall include liability of the Contractor for damage to or destruction of property which may be suffered by persons other than his own employees as a result of blasting operations, tunneling, or similar underground work, and demolition operations of the Contractor in performing the work covered by his Contract. Explosion, collapse, and underground insurance with limits of not less than \$1,000,000 bodily injury and \$1,000,000 property damage is required from contractors or subcontractors who are involved in this type of work under this contract.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

If the Contractor elects to provide single limit coverage, the limit shall not be less than \$1,000,000 for bodily injury or death and \$1,000,000 for damages arising out of injury to or destruction of property. If he elects to provide single limit

coverage for combined damages arising out of bodily injury or death and injury to or destruction of property, the limit shall not be less than \$1,000,000.

(c) Insurance With Other Than Missouri Companies

Any insurance policy required as specified hereinbefore, if written by an insurance company organized in a state other than Missouri, shall be countersigned by a Missouri resident agent of such company. Any certificate or other evidence of insurance, submitted to the City, shall be in a form acceptable to the City. In the case of policies written by companies organized in a state other than Missouri, the certificate of insurance, or other evidence submitted, shall be countersigned by a Missouri resident agent.

(d) Certificate of Insurance

All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the Council.

A certificate of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner. The certificate shall name the City of Kirkwood as an additional insured.