

## SAMPLE INSURANCE REQUIREMENTS

Adequate Certificates of Insurance, with additional insured endorsements attached, in carriers having an A.M. Best rating of A-/VII or better and licensed to do business in the State of Illinois, shall be filed with General Contractor and City of Chicago before commencement of Subcontractor's Work. Certificates of insurance should be emailed to the Construction Manager at [SKitchen@austinpowerpartners.com](mailto:SKitchen@austinpowerpartners.com).

Name of Certificate Holder:  
Austin Power Partners  
8750 W. Bryn Mawr, Suite 500  
Chicago, Illinois 60631

Name of Certificate Holder:  
City of Chicago  
O'Hare Modernization Program  
Attn: Aurelio Garcia  
10510 Zemke Road  
Chicago, Illinois 60666

### Project Description:

O'Hare Airport and any other adjacent property owned or acquired by the City  
Chicago, IL 60666

**A. Commercial General Liability** - Including coverage for Premises-Operations, Independent Contractors' liability, Products and Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards) with limits not less than the following:

<u>Each Occurrence</u>	\$ 1,000,000
<u>General Aggregate per Project</u>	\$ 2,000,000
<u>Per Project or Per Location Aggregate</u>	\$ 2,000,000
<u>Personal and Advertising Injury:</u>	\$ 1,000,000
<u>Products - Completed Operations Aggregate</u>	\$ 2,000,000

Completed Operations insurance maintained for a minimum period of ten (10) years after Final Completion.

**Such Policy shall include Additional Insureds listed herein with a Blanket Waiver of Subrogation in favor of Additional Insured's.**

**B. Auto Liability** - Single limit bodily injury and property damage combined for owned, non-owned, and leased vehicles with a limit not less than the following:

<u>Each Occurrence:</u>	\$ 1,000,000
-------------------------	--------------

**Such Policy shall include Additional Insureds listed herein with a Blanket Waiver of Subrogation in favor of Additional Insured's.**

**C. Excess Umbrella Liability** - Combined single limit bodily injury and property damage with a limit not less than the following:

<u>Each Occurrence</u>	\$ 5,000,000
<u>General Aggregate</u>	\$ 5,000,000

**Such Policy shall include a "Broad as Primary Endorsement" or "Follow Form Endorsement".  
Covers GL, AL, & EL**

**D. Worker's Compensation** - In accordance with the laws of the State of Illinois including Employer's Liability insurance with a limit not less than the following:

Bodily Injury by Accident	\$ 1,000,000 each accident
Bodily Injury by Disease	\$ 1,000,000 policy limit
Bodily Injury by Disease	\$ 1,000,000 each employee

**Such Policy shall include a Blanket Waiver of Subrogation for those agreed to by written contract.**

**E. Contractors' Equipment Floater** – Subcontractor shall maintain Contractors' Equipment Floater Insurance for owned or leased equipment and tools under its care, custody and control as required for the performance of Subcontractor's duties.

**E. Professional Liability/Errors and Omissions (if applicable per the Exhibit A)** – Subcontractor, if Subcontractor's own employees render the design or engineering professional services included in the Work, or Subcontractor's design consultants, if Subcontractor's own employees do not render such services, shall maintain, at all times while services contemplated by this Agreement are being completed and for ten (10) years after Substantial Completion, a professional liability/errors and omissions liability insurance policy for professional services rendered. Whether such insurance is written on a claims-made basis or a project-specific basis, the retroactive date shall be prior to the start of Subcontractor's Work. Renewal policies during this period shall maintain the same retroactive date. Such insurance shall provide not less than \$2,000,000 coverage per claim and \$2,000,000 coverage per year in the aggregate.

**F. Contractors Pollution Liability**. Subcontractor shall maintain Contractors Pollution Liability when any work performed involves a potential pollution risk that may arise from the work, services, or operations of Subcontractor.

#### ADDITIONAL INSURED

Commercial General Liability Auto Liability and Excess Umbrella Liability policies described above shall include the following as additional insured, including their officers, directors, and employees (the spelling of these parties must be exactly correct):

Austin Power Partners  
Austin Commercial, L.P.  
Austin Commercial, Inc.  
Austin Industries, Inc.  
Power Construction Company LLC  
Power Contracting and Engineering Corp.  
Power Construction Company  
Ujamaa Construction, Incorporated  
Mueller & Muller, Ltd. (Architect)  
Hellmuth, Obata & Kassabaum, Inc.  
Chicago Connect Aviation  
The City of Chicago  
Chicago Department of Aviation  
And the City Representatives, employees and representatives

The underlying coverage afforded to the additional insured under these policies shall be primary and non-contributory insurance. If the additional insured has other insurance that is applicable to the loss, such other insurance shall be in excess to the Subcontractor's insurance. The amount of the subcontractor's liability under this policy shall not be reduced by the existence of such other insurance. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or endorsement form at least as broad for ongoing operations and completed operations. It is further agreed that the coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured's.

**Cancellation Clause:** 30 days written notice.