

**Terminal 5 Concourse M Extension, Core Expansion &
Repurposing at O'Hare International Airport**

INSURANCE REQUIRED FOR CONTRACTORS AND SUBCONTRACTORS

Each contractor and subcontractor is required to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability .

The limits of coverage will be determined by Construction Manager but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside and limits of not less than \$2,000,000 for Professional Liability, when applicable.

Construction Manager will determine if contractor and subcontractors must also provide any additional coverage or other coverage, Insurance Required during Construction.

Each contractor and subcontractor shall name the City and other entities as required by the City as an additional insured where required and name the City and other entities as required by the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations or an endorsement form at least as broad and acceptable to the City.

Each contractor and subcontractor shall comply with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Construction Manager must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the contractor and subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Construction Manager's or contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Owner Controlled Insurance Program

All contractor and subcontractors are required to obtain and maintain certain insurance coverages, as specified in the Agreement. City hereby reserves the right to modify the insurance requirements set forth in the Agreement by an amendment or other Agreement remedy at the City's discretion, including but not limited to, reserving the right to implement an Owner Controlled Insurance Program (OCIP) for the Project.

In the event an OCIP is implemented, the OCIP will provide certain specified insurance coverages for City, Construction and any eligible contractor or subcontractors working on the Project who are eligible for, and are properly enrolled in the OCIP. The insurance coverages that may potentially be included in the OCIP include, but are not limited to, the following: Workers Compensation/Employers Liability, Commercial General Liability, Excess Liability and Builders Risk. The selection of insurance coverages that may be included in the OCIP, and the limits, terms, and conditions of coverage, shall be established by the City, in its sole discretion. The coverages included in the OCIP will be identified by City, in writing, if and when the City decides to implement an OCIP for the Project.

In the event an OCIP is implemented, Construction Manager or contractor and subcontractors eligible for the OCIP shall be required to enroll in the OCIP. As part of the OCIP enrollment process, Construction Manager, contractor and each subcontractors eligible shall be required to provide information to City, or its agents, sufficient to enable City to determine Construction Manager's or contractor's and subcontractor's reduction in insurance costs due to enrollment in the OCIP. In order to enroll in the OCIP, Construction Manager and contractor and subcontractors eligible will be required to accept an insurance credit, either by accepting a deductive credit to their contract price, or by agreeing to exclude from their contract price an amount equal to their reduction insurance costs due to enrollment in the OCIP. The methodology and procedures for identifying the insurance credit, and enrolling in the OCIP, will be established in writing, by the City, if and when an OCIP is implemented.

In the event an OCIP is implemented, Construction Manager and contractor and subcontractors eligible will still be required to maintain other insurance coverages that are not provided under the OCIP. For example, Construction Manager, contractor and subcontractors eligible will generally still be required to maintain off-site workers compensation, off-site commercial general liability, and commercial automobile liability insurance consistent with the terms of the Agreement, or as further directed by City.