

## **Attachment I: Insurance Requirements**

The Subcontractor shall not commence work under this Agreement until they have obtained all the insurance required under this Agreement and such insurance has been approved by Boys and Girls Home. Approval of the insurance by Boys and Girls Home shall not limit, relieve or decrease the liability of the Subcontractor hereunder. If by the terms of any insurance a mandatory deductible is required, or if the Subcontractor elects to increase the mandatory deductible amount, the Subcontractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

### **1. WORKERS' COMPENSATION INSURANCE**

The Subcontractor shall take out and maintain during the life of this Agreement the statutory Workers' Compensation and Employer's Liability Insurance for all of the Subcontractors' employees to be engaged in work on the project under this Agreement. This policy shall be written to meet the statutory requirements for Nebraska, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Boys and Girls Home. The amounts of such insurance shall not be less than the limits stated hereinafter.

### **2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Subcontractor shall take out and maintain during the life of this Agreement Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subcontractor performing work covered by this Agreement from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation be by the Subcontractor, or by anyone directly or indirectly employed by them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State and Boys and Girls Home as required by the Agreement, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State, Boys and Girls Home shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

### **3. INSURANCE COVERAGE AMOUNTS REQUIRED**

#### **a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

##### **Amounts Required by Master Agreement**

Coverage A Statutory

Coverage B

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$100,000 each employee

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### **b. COMMERCIAL GENERAL LIABILITY**

General Aggregate \$2,000,000  
Products/Completed Operations Aggregate \$2,000,000  
Personal/Advertising Injury \$1,000,000 any one person  
Bodily Injury/Property Damage \$1,000,000 per occurrence  
Fire Damage \$50,000 any one fire  
Medical Payments \$5,000 any one person

### **c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage \$1,000,000 combined single limit

### **d. PROFESSIONAL LIABILITY**

Professional Liability, \$1,000,000 each occurrence, \$3,000,000 Aggregate

### **e. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance \$1,000,000 per occurrence

## **4. EVIDENCE OF COVERAGE**

The Subcontractor shall furnish Boys and Girls Home, prior to commencing work under the Agreement with a certificate of insurance coverage complying with the above requirements. These certificates or the cover sheet shall reference the Agreement, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Boys and Girls Home is damaged by the failure of the Subcontractor to maintain such insurance, then the Subcontractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Single Point of Contact when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.