

EXHIBIT B – INSURANCE REQUIREMENTS

The insurance requirements listed below are the minimum requirements that will be required for work issued on a contract resulting from this Procurement. The actual requirements for the project may be higher and will be determined based on the scope and the requirements as determined in collaboration with the User Agency. As noted in this Procurement, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Design-Build Entity must provide and maintain at Design-Build Entity's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Design-Build Entity returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Risk Management.

A. INSURANCE TO BE PROVIDED

1. Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Design-Build Entity and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Design-Build Entity must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Design-Build Entity must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Design-Build Entity must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4. Design-Build Entity's Pollution Liability

Design-Build Entity's Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The Design-Build Entity pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Design-Build Entity and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Design-Build Entity must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5. Professional Liability

When Design-Build Entity performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for Design-Build Entity must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6. Builders Risk

Design-Build Entity must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others required, will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Design-Build Entity is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Design-Build Entity.

7. Railroad Protective Liability (if necessary)

When any work is to be done adjacent to or on railroad or transit property, Design-Build Entity must provide, with respect to the operations that the General Design-Build Entity or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Design-Build Entity shall submit written confirmation from each railroad.

Design-Build Entity's and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Design-Build Entity's and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

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B. ADDITIONAL REQUIREMENTS

Design-Build Entity must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Design-Build Entity must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Design-Build Entity is not a waiver by the Commission of any requirements for the Design-Build Entity to obtain and maintain the specified insurance. The Design-Build Entity will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Design-Build Entity of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records.

Any deductibles or self-insured retentions on referenced insurance must be borne by Design-Build Entity. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Design-Build Entity waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, and their respective Board members, employees, elected officials, officers, or representatives, along with any other User Agency or others, as may be required by the Public Building Commission of Chicago. The Design-Build Entity must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

The insurance coverage and limits furnished by Design-Build Entity in no way limit the Design-Build Entity's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, The Board of Trustees of Community College District No. 508, the City of Chicago, or any other User Agency or others, as may be required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Design-Build Entity under the Contract.

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

If Design-Build Entity is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Design-Build Entity must require all subcontractors to provide the insurance required herein, or Design-Build Entity may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Design-Build Entity unless otherwise specified in this Contract.

If Design-Build Entity or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design-Build Entity must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037
3. Builders Risk Coverage

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.