REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: POWER RODDING, SEWER, VACUUMN TRUCK CLEANING SERVICES AND REPAIR

PROJECT NUMBER: 2026-41-M

PROPOSER: _____

[ ] PROPOSER ACKNOWLEDGES THAT IT HAS PROVIDED EVIDENCE OF THE ABILITY TO PROVIDE INSURANCE COVERAGE (i.e., CERTIFICATE OF INSURANCE), AS SPECIFIED BELOW. PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT THE SPECIFICATIONS SET FORTH BELOW SHALL BE INCORPORATED INTO THE AGREEMENT FOR THE SERVICES.

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion and acceptance if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, in amounts specified by the Authority's Risk Manager. The Selected Contractor must provide the Authority with certificates evidencing such coverage prior to receiving the contract:

a. Commercial General Liability

Coverage	**Limit**
General Aggregate	$2,000,000.00
Premises-Operations	
Products Liability/Completed	
Oper. Aggregate	$2,000,000.00
Each Occurrence	$1,000,000.00
Personal & Advertising Injury	$1,000,000.00
Contractual Liability	
Independent Contractors	

b. Workers' Compensation and Employer's Liability

Coverage	**Limit**
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000.00
Per Employee – Disease	$1,000,000.00
Disease – Policy Limit	$1,000,000.00

Workers' Compensation/ Employer's Liability policies must be endorsed to waive the insurer's right of subrogation against the

Authority.

c. Automobile Liability

Coverage	**Limit**
Bodily Injury and Property Damage Combined Single Limit Each Accident	$1,000,000.00
Uninsured/Underinsured Motorist - Occurrence	$1,000,000.00

This Policy must provide coverage for all owned, non-owned, and hired autos.

d. **Umbrella Coverage** $5,000,000.00

Coverage must be in excess of and provide coverage as broad as the underlying Commercial General Liability, Commercial Auto Liability and Employers Liability. It must follow form and be no more restrictive than the primary coverage listed.

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company. Any deviation from this rating must be approved by MPEA'S Risk Management Department.

3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to the Authority as a result of the liability provisions of the Contract shall be paid on demand.

4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Authority of and not contribute with insurance provided by them under the Agreement.

5. Contractor is responsible for notifying all insurance companies of the contract insurance requirements. Policies should be written on an occurrence basis.

6. All Contractors and Subcontractors insurance coverages must contain a Waiver of Subrogation in favor of the MPEA on all applicable policies.

7. All contractors insurance must be Primary and Non-Contributory with any insurance or self insurance program maintained by The Metropolitan Pier and Exposition Authority for any liability arising directly or indirectly from the Services.

8. The Metropolitan Pier and Exposition Authority, its trustees, facilities, agents, officers, board members and employees are to be named as an additional insured.

9. Any subcontractors of the contractor shall be required to maintain and provide the same insurance as listed in these requirements, or the contractor can name the subcontractor as a named insured on their policies. The limits for subcontractors shall be agreed upon by both the contractors and the MPEA Risk Management Department.

10. If policies are canceled, non-renewed, or substantially changed for any reason, a 60-day prior written notice is required to be given to the Risk Management Department via certified mail. A 10-day prior written notice is required for non-payment of premium via certified mail.

11. The contractor must furnish MPEA's Risk Management Department (insert MPEA'S Risk Management Department's address) with an original certificate of insurance, with any additional insured endorsement, prior to the execution of the contract, and at any renewal. The Authority has the right, at its discretion, to require Contractor to submit completed certified copies of any required insurance policies. The Authority has the right to suspend Contractor's contract if Contractor does not provide acceptable evidence of insurance.

12. Any deductible or self-insured retention for insurance coverage must be the responsibility of the contractor.

13. Any insurance provided by the contractor will in no way limit or restrict the contractor's responsibilities stated within the contract or by law.

14. The required insurance to be provided by the contractor shall not be limited by indemnification language stated in this contract.

15. If the Contractor procures additional coverage, it will be at the Contractor's sole expense.

16. The Contractor is responsible for all loss or damage to personal property (including materials equipment, tools, and supplies) owned, rented or used by the Contractor.

17. At its discretion, the MPEA Risk Management Department has the right to modify and/or delete these insurance requirements.