

**EXHIBIT C**

Insurance Requirements

## **Exhibit C**

### **Insurance Requirements for Owner and Design-Builder**

In accordance with Article 5 of the General Conditions of the Contract, Design-Builder shall furnish proof of insurance coverage in the amounts specified below:

The Design-Builder shall purchase and maintain with a company acceptable to the County and authorized to do business in the State of North Carolina, or have authorization to self-insure in the State of North Carolina, such insurance as will protect from claims which may arise out of or result from the Design-Builder's operation under the contract documents. This insurance shall be written for the limits of liability specified below or required by law.

The Design-Builder is advised that if any part of the work under the contract is sublet, the Design-Builder shall require the subcontractors to carry insurance commensurate with the work being performed for the project. However, this will in no way relieve the Design-Builder from providing full insurance coverage on all phases of the projects, including any that are sublet.

If any insurance required to be provided by the Design-Builder should be canceled or changed by the insurance company or should any such insurance expire during the period of this contract, the Design-Builder shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.

Railroad Protective Liability: When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other Agencies, both the Design-Builder and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency, to include Railroad Protective Coverage as that may apply. (*Proof of coverage to be provided in Amendment No. 1 for Phase 2 Construction Services.*)

Automobile: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of \$2,000,000 (each accident) combined single limit - Bodily injury (per person and per accident) and property damage (per accident) combined. Such limits of coverage shall be afforded by a follow form excess policy.

Comprehensive General Liability: Liability coverage as shall protect the Design-Builder performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operations are performed by the Design-Builder, any subcontractor or anyone directly or indirectly employed by either, to include coverage for products/completed operations, personal and advertising injury and contractual liability assumed under the indemnity provision of this contract. If a crane is to be operated on site, riggers liability shall be added to cover property in the care custody and control of the crane owner, and or operator. Such limits of coverage shall be afforded by a follow form excess policy.

The amounts of such insurance shall \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate.

Workers' Compensation: Workers' Compensation meeting the statutory requirement of the State of North Carolina, and Employer's Liability limits in the amount of \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit, providing coverage for employees and owners.

Professional Liability: Insurance with a limit of \$2,000,000 per occurrence as shall protect the Service Provider and the Service Provider's employees for negligent acts, or breaches of standard of care for the professional services under this contract.

Design-Builder's Pollution Liability: In the event the Work includes excavation where there is a potential for release of Hazardous Materials and/or treatment or remediation of Hazardous Material(s), insurance of \$1,000,000 per occurrence and in the aggregate will be required. *(Proof of coverage to be provided in Amendment No. 1 for Phase 2 Construction Services.)*

Builders' Risk: Design-Builder shall purchase and maintain, builder's risk insurance in the amount of the initial contract amount plus values of subsequent modifications, change orders and loss of materials supplied or installed by others comprising the construction value of the entire project at the site on a replacement cost basis. Such insurance shall be maintained, unless otherwise provided in the contract or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, no person or entity other than Owner has insurable interest in the property to be covered. *(Proof of coverage to be provided in Amendment No. 1 for Phase 2 Construction Services.)*

The insurance shall include interests of Owner and the Design-Builder as interest may appear in the project.

Design-Builder shall separately insure or be wholly responsible for all materials destined to become a part of the completed structure when such materials are stored away from the site of the work. Such insurance shall include the interest of Owner and shall be subject to review and inspection by Owner.

The insurance shall be written on a builders risk "all risk" or equivalent policy form in an amount sufficient to cover the initial contract sum, plus any subsequent modifications and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests, as included within the scope of work in this contract.

Failure of the Design-Builder to maintain continuous coverage as specified herein will result in this project being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the County under breach of contract.

## **Owner Requirements**

In accordance with Article 5 of the General Conditions of the Contract:

Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the contract documents or by law, which shall specifically cover insured equipment during installation.