

Insurance Requirements

3. *Insurance Coverages.* The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased by the Contractor. The minimum required coverages and liability limits are as follows:

a) *Workers' Compensation Insurance.* The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Worker's Compensation stating the Contractor qualifies to pay its own worker's compensation claims. The Contractor shall require all subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of work:

"This is to certify that all subcontractors performing work on this project are covered by their own workers' compensation insurance or are covered by the Contractor's worker's compensation insurance."

b) *Employers' Liability Insurance.* The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- i. Bodily Injury by Accident – \$1,000,000 each accident; and
- ii. Bodily Injury by Disease – \$1,000,000 each employee.

The Contractor shall require all subcontractors performing work under this contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of work:

"This is to certify that all subcontractors performing work on this project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage."

c) *Commercial General Liability Insurance.* The Contractor shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage Limit

- 1. Premises and Operations\$ 1,000,000.00 per Occurrence
- 2. Products and Completed Operations\$ 1,000,000.00 per Occurrence
- 3. Personal Injury\$ 1,000,000.00 per Occurrence
- 4. Contractual\$ 1,000,000.00 per Occurrence
- 5. General Aggregate\$ 2,000,000.00 per Project

Additional Requirements for Commercial General Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia, but only with respect to claims that arise out of contractor's negligence in performing the work or the additional insured's general supervision of such operations, including completed operations under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq.* is not the exclusive remedy.
- ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the contractor's policy.
- iii. The policy or policies must be on an "occurrence" basis.
- iv. The policy must include separate aggregate limits per project

d) *Commercial Business Automobile Liability Insurance.* The Contractor shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional Requirements for Commercial Business Automobile Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia, but only with respect to claims that arise out of contractor's negligence in performing the work or the additional insured's general supervision of such operations under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq.* is not the exclusive remedy.
- ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the contractor's policy.

e) *Commercial Umbrella Liability Insurance.* The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits state in D-27.2.3(a), (b), (c) and (d) shall be:

Minimum Combined Primary Liability and Excess Umbrella Limits of:

\$2,000,000 per Occurrence

\$4,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia, but only with respect to claims that arise out of contractor's negligence in performing the work or the additional insured's general supervision of such operations under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq.* is not the exclusive remedy.
- ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the contractor's policy.
- iii. The policy must be on an "occurrence" basis.

f) *Builders Risk Insurance.* Contractor shall provide a Builder's Risk Policy to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the contract sum, written on a 1991 Causes of Loss. Special Form, or its equivalent. All deductibles shall be the sole responsibility of the Contractor, and in no event shall the amount of any deductible exceed \$10,000.00. The policy shall be indorsed as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:”

- i. Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- ii. Partial or complete occupancy by Owner; and
- iii. Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner.” In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsements [D-27.2.3(f)] in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

g) *Disposition of Insurance Documents.* Prior to commencing work, one certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

4. *Termination of Obligation to Insure.* Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Architect shall have executed the final certificate. (See D-20, D-24, D-29, and D-71 and Article 5, Form of Contract)

5. *Failure of Insurers.* The Contractor is responsible for any delay resulting from the failure of this insurance carriers to furnish proof of proper coverage in the prescribed form.