

DEPT. OF PLANNING & CONSTRUCTION CHICAGO PARK DISTRICT

EXHIBIT B:

ACCESS PERMIT INSURANCE REQUIREMENTS

It is understood that the Permittee shall obtain and maintain insurance outlined below, covering all operations under this Permit. The Chicago Park District shall be furnished with certificates of insurance and the CG 20 26 endorsement (or current equivalent), naming the Chicago Park District as an Additional Insured; providing for 60 days advance written notice of cancellation, non-renewal, or a reduction in limits or coverage; and evidencing a waiver of subrogation against the Chicago Park District.

Certificate shall indicate park name.

Permittee shall not commence work under this permit until all applicable requirements and limits specified have been approved by the Chicago Park District Risk Management Division.

1. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Occupational Disease Insurance covering all employees, in accordance with the laws of the State of Illinois, with statutory limits, and Employer's Liability Insurance with limits not less than \$500,000 each incident or illness.

2. Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, including coverage for premises/operations, products/completed operations with extension of 2 years, contractual liability, broad form property damage, independent contractors, and, if applicable, XCU (excavation, collapse, and underground hazards).

The Chicago Park District is to be named as an Additional Insured on a Primary, non-contributory basis.

3. Commercial Automobile Liability Insurance (Primary and Umbrella)

Permittee shall provide Commercial Automobile Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 combined single limits for bodily injury and property damage.

The Chicago Park District is to be named as Additional Insured on a primary, noncontributory basis.

4. All Risk Builders Risk Insurance or Installation Floater

If Permittee is undertaking any construction, including improvements, betterments and/or repairs, Permittee shall provide All Risk Builder's Risk Insurance or an Installation Floater covering the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Extensions of All Risk Builders Risk coverage shall include earthquake, flood, materials in-transit and off-site, utility interruption, debris removal and delayed opening.

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5. Pollution Liability Insurance

When any pollution risk exposure is apparent, Pollution Liability Insurance shall be provided on a blanket basis covering bodily injury, property damage and environmental restoration for claims arising out of performance of services including handling, clean-up and excavation of waste and hazardous materials. Limits required for each shall be not less that \$1,000,000 each accident and general aggregate. Claims-Made policies shall provide an inception or retroactive date prior to the date of this agreement and be renewed each year for a period of three (3) years after termination of this agreement or provide an extended claims reporting period of not less that three (3) years after the termination of this agreement.

6. Professional Liability Insurance

When any professional services, such as architecture, auditing, construction design, engineering, mechanical design, or other service which requires professional certification and licensing by a governmental entity, is being provided to the Chicago Park District under the Permit, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence for damages arising from any acts, errors or omissions. Coverage shall include severability of interest and cross-suit liability for consultants/sub-contractors. Claims-Made policies shall be renewed each year for a period of two (2) years after completion of the contract and shall have an extended reporting period of two (2) years. When renewed or replaced, the policy retroactive date must coincide with or precede start of work under the Permit.

PROVISIONS

All insurance coverages are to be placed with insurers authorized to do business in the State of Illinois with a Best's rating of not less than A:VII covering all operations under this permit, and all policies shall be endorsed to the state that coverage shall not be cancelled, non-renewed, or limits or coverage reduced without (60) days advance written notice by certified mail, return receipt requested, to the Chicago Park District, Risk Management Division. All policies shall be endorsed to be primary and non-contributory as respects the Chicago Park District, its commissioners, officers, employees, agents and employees.