AMERICAN BOTTOMS REGIONAL WASTEWATER TREATMENT FACILITY Insurance Requirements

Certificates of Insurance identified hereinafter shall be submitted to American Bottoms as a condition to issuance of a Notice to Proceed and prior to commencement of work on the site. These Certificates must contain a provision that coverages afforded under the policies will not be canceled unless at least 30 days prior written notice has been given to the owner.

The Contractor/Subcontractor shall provide American Bottoms with a Certificate of Insurance and Additional Insured Endorsement on ISO Form CG 2010 (11-85) or its equivalent naming American Bottoms any Subcontractors/Contractors, the Village of Sauget, and the Sauget Sanitary Development and Research Association as Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to the Contractor/Subcontractor or American Bottoms or the Village of Sauget or the Sauget Sanitary Development and Research Association. The Contractor's/Subcontractor's insurance shall not be less than the following:

- A. Commercial **General Liability:** The coverage available Contractor/Subcontractor or American Bottoms or the Village of Sauget or the Sauget Sanitary Development and Research Association, as Additional Insureds, shall not be less than \$1 million dollars each occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a business contract). There shall be no endorsement or modification of the commercial general liability form arising from pollution, explosion, collapse, underground property damage or work performed by contractors/subcontractors. All shall be reasonably acceptable to American Bottoms. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.
- B. Workers Compensation and Employers Liability Insurance: As required by Law and affording 30 days written notice to American Bottoms prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.
- C. **Business Auto Liability Insurance:** Written in the amount of not less than \$1,000,000 each accident for all autos including hired and non-owned autos.
- D. **Umbrella Liability Insurance:** Written in the amount of not less than \$5,000,000 each occurrence.

Failure to execute and deliver the insurance certificates within ten (10) days after the receipt of the award of this agreement shall be cause for the annulment of the agreement.