

## **SECTION 00822**

### **INSURANCE REQUIREMENTS**

- A. Before commencing the Work, the CONTRACTOR shall procure and maintain at CONTRACTOR'S own expense during the entire term of the Contract the following insurance:
1. Worker's Compensation and Employer's Liability for every worker employed in connection with the Work under the Contract and provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the CONTRACTOR's excess liability insurance carrier for the maintenance of coverage.
  2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with total coverage limits as follows:  

The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$1,000,000.00 per occurrence. Any aggregate limits will apply separately to this Work and be unimpaired at commencement of the Work. The following coverage shall also be provided:

    - (a) Standard contractual liability to cover the liability assumed by the CONTRACTOR under this contract.
    - (b) Broad Form Property Damage or equivalent including completed operations.
    - (c) Explosions, collapses and underground damage coverage.
    - (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under the Contract.
  2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with total coverage limits as follows:  

The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$1,000,000.00 per occurrence. Any aggregate limits will apply separately to this Work and be unimpaired at commencement of the Work. In addition, CONTRACTOR shall provide an Umbrella policy in the limit of \$3,000,000.00. The following coverage shall also be provided:

    - (a) Standard contractual liability to cover the liability assumed by the CONTRACTOR under this contract.
    - (b) Broad Form Property Damage or equivalent including completed operations.
    - (c) Explosions, collapses and underground damage coverage.

- (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under the Contract.
2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with total coverage limits as follows:
- The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$2,000,000.00 per occurrence. Any aggregate limits will apply separately to this Work and be unimpaired at commencement of the Work. In addition, CONTRACTOR shall provide an Umbrella policy in the limit of \$3,000,000.00. The following coverage shall also be provided:
- (a) Standard contractual liability to cover the liability assumed by the CONTRACTOR under this contract.
  - (b) Broad Form Property Damage or equivalent including completed operations.
  - (c) Explosions, collapses and underground damage coverage.
  - (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under the Contract.
2. Comprehensive or Commercial General Liability including insurance covering work under the Contract with total coverage limits as follows:
- The limits provided for Bodily Injury, Property Damage, Personal Injury arising out of Premises & Operations or Products & Completed Operations shall be \$2,000,000.00 per occurrence. Any aggregate limits will apply separately to this Work and be unimpaired at commencement of the Work. In addition, CONTRACTOR shall provide an Umbrella policy in the limit of \$5,000,000.00. The following coverage shall also be provided:
- (a) Standard contractual liability to cover the liability assumed by the CONTRACTOR under this contract.
  - (b) Broad Form Property Damage or equivalent including completed operations.
  - (c) Explosions, collapses and underground damage coverage.
  - (d) Watercraft Liability if the use of watercraft is contemplated in the performance of the Work under the Contract.
3. Commercial and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the Contractor in the performance of the Work with total coverage limits of \$1,000,000.00 Combined Single Limit to respond to bodily injury and/or property damage.

3. Commercial and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the Contractor in the performance of the Work with total coverage limits of \$2,000,000.00 Combined Single Limit to respond to bodily injury and/or property damage.
  4. Railroad Protective Liability insurance, RPL: Not Required.
  4. Railroad Protective Liability insurance, RPL: CONTRACTOR shall maintain Railroad Protective Liability Insurance coverage (RPL) on behalf of the named insured railroad. Coverage limits per occurrence and aggregate amounts shall be maintained as specified by the railroad in (Exhibit C-KHRR/Omega or CSX - Design Requirements) and shall be required before commencing work and during the installation/post installation period. The insurance company shall meet all applicable requirements of the railroad and the policy shall comply with the railroad's requirements listed in (Exhibit C-KHRR/Omega or CSX - Design Requirements). A certificate of insurance evidencing coverage in a form acceptable to the named insured railroad will be provided to the railroad and a copy to KUB prior to commencement of work. The policy will be delivered to the railroad within 30 days of inception. A copy of policy will be provided to KUB at the same time.
  5. Pollution Liability Insurance: Not Required.
  5. Pollution Liability Insurance: CONTRACTOR shall provide Pollution Liability Insurance for the Construction and/or Construction Subagreement, with limits not less than \$500,000.00 per occurrence. The required limits above are minimum limits and shall not be construed to limit Contractor's liability.
  5. Pollution Liability Insurance: CONTRACTOR shall provide Pollution Liability Insurance for the Construction and/or Construction Subagreement, with limits not less than \$1,000,000.00 per occurrence. The required limits above are minimum limits and shall not be construed to limit Contractor's liability.
  5. Pollution Liability Insurance: CONTRACTOR shall provide Pollution Liability Insurance for the Construction and/or Construction Subagreement, with limits not less than \$2,000,000.00 per occurrence. The required limits above are minimum limits and shall not be construed to limit Contractor's liability.
  6. If crane(s) are to be used the CONTRACTOR must have proof of CONTRACTOR Installation Floater.
  7. Special policy limits and coverage (if any) shall apply by attaching Schedule (A), "Schedule of Additional Insurance Requirements."
- B. The OWNER shall be named as an Additional insured as respects to Commercial General Liability, including products and completed operations, Business Automobile Liability and Umbrella Liability and all insurance policies required hereunder with the exception of Worker's Compensation. All policies shall be endorsed to waive subrogation against KUB. Limits of Liability contained in the Commercial General Liability, Business Automobile and Umbrella policies will be endorsed to apply on a primary and

noncontributory basis. At all times the CONTRACTOR shall provide to the OWNER insurance certificates showing that all insurance policies required hereunder are in full force and effect. All insurance policies and certificates shall provide that no less than 30 days notice shall be given to OWNER before such policy can be cancelled or materially changed. Any “endeavor to” language will be deleted from the required insurance certificates.

- C. All insurance policies herein required of the CONTRACTOR shall be written by a company approved and authorized to do business in the State of Tennessee and shall be subject to a Bests’ rating of not less than A-, vii. Unless otherwise approved by the OWNER in writing. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.

END OF SECTION