

## INSURANCE REQUIREMENTS

A. Contractor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of "A" or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Two River Theater Company, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Contractor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Two River Theater Company. In addition, required insurance will be primary to any other insurance available and any limitations of Contractor's insurance will not relieve the Contractor of its indemnification responsibilities to Two River Theater Company.

### C. Insurance Required:

1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Contractor who will be engaged in the performance of work under this contract.
2. Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000)
3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Contractor agrees to maintain the following general liability limits of coverage: (A "per location or Project endorsement" shall be included so that the general aggregate limit applies separately to the Two River Theater Company location or Project). Further, the general liability policy shall contain no exclusion other than the standard exclusions contained in the ISO CG 00 01 12 07 (or equivalent) form.
  - a. Per Occurrence: \$1,000,000
  - b. Products/Completed Operations Aggregate: \$2,000,000
  - c. Personal and Advertising Injury: \$1,000,000
  - d. General Aggregate: \$2,000,000
4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
5. Excess Liability, umbrella insurance in minimum amounts of ten million dollars (\$10,000,000) per occurrence, ten million dollars (\$10,000,000) general aggregate, and ten million dollars (\$10,000,000) products/completed operations.
6. Pollution Legal Liability insurance policy which may not include exclusions for mold, asbestos, lead, delay or consequential damages, in minimum amounts of five million dollars (\$5,000,000) per occurrence. If this policy is written on a claims-made policy form, Contractor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Contractor's services under this contract, but are not discovered until after completion of services under this contract. Policy should also include coverage for Non-owned disposal site as well as transportation.
7. Professional Liability/Errors & Omissions (may not be applicable to the general contractor) Liability including coverage for Contractors, architects, engineers and all design professionals, which may not include exclusions for mold, asbestos, EFIS, bodily injury or property damage and

must include a broad definition of professional services that incorporates any professional services that will be performed in connection with the Project. This coverage shall also be obtained by each architect, engineer and other design professional performing services in connection with the Project. This coverage shall be maintained for a period of at least 3 years after completion date of project.

8. Property Insurance: Contractor is advised that Owner does not maintain, and will not maintain, insurance which would cover Contractor's temporary plant and equipment. Contractor shall secure and maintain insurance for temporary plant and equipment ("Plant and Equipment Insurance"). This requirement for Plant and Equipment Insurance is solely for the benefit of Contractor, and the failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not subject Owner to liability for losses of owned or rented equipment. Such Plant and Equipment Insurance shall contain an endorsement stating that "permission is granted to complete and occupy"; and, if any off-site storage location is used for plant and equipment, such insurance shall cover, for full insurable value, all such items on or about any such off-site storage location or in transit to the Project Site. Contractor shall be fully responsible for, and shall carry "all risk" insurance on, materials and equipment to become part of the Work until same are delivered to, and accepted at, the Project Site.

9. Should any limits of liability become fully exhausted due to the payment of claims, the applicable Contractor or consultant, shall procure replacement policies no less than thirty (30) days from the date the limits were deemed exhausted.

D. The General Liability, Automobile Liability, Excess Liability, and Pollution Legal Liability policies shall each name the following as additional insureds. The additional insured coverage shall be primary and non-contributory to any of the insurance policies carried by the additional insureds named. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement. No deductible or self-retention amount in any insurance required by the Contractor hereunder shall exceed \$10,000.00. All insurance policies should also contain a waiver of subrogation endorsement in favor of the following parties:

- Two River Theater Company
- GREYHAWK Construction Managers and Consultants
- Kaplan Gaunt DeSantis Architects
- French & Parrello Associates

E. Contractor shall bear all costs of all policy deductibles.

F. Contractor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded Contractor.

G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Contractor will furnish Two River Theater Company with Certificates of Insurance evidencing all required insurance.

1. Certificates must evidence the Additional Insured language.

2. Certificates will be submitted to:

Jay Appleton  
GREYHAWK Construction Managers & Consultants  
2000 Midlantic Drive, Suite 210  
Mount Laurel, NJ 08054

H. The awarded Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. Each Contractors and consultant shall require that all subcontractors carry insurance coverages of the same type as specified in section C. through D.; and each subcontractor is required to furnish the same documentation of such coverage as required hereunder, unless and except the Owner agrees otherwise in writing before the start of any work that subcontractor is contracted to perform. The amount of general liability coverage to be maintained by each subcontractor performing any trade shall be at least one million dollars (\$1,000,000) for each occurrence, subject to Owner's approval. The successful proposer agrees to defend, indemnify, and hold harmless Two River Theater and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against Two River Theater Company, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under the contract resulting from this bidding process by the bidder, their employees or anyone acting on the bidder's behalf.