

P.O. Box 550 • Newton, N.C. 28658 • phone 828.695.4328 • fax 828.465.7464

Exhibit A May 2013

CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

- a. The Contractor shall provide and maintain or insure during the life of this contract **Worker's**Compensation Insurance for all employees employed at the site of the project under his contract or subcontracts in an amount meeting the statutory requirements of the State of North Carolina.
- b. The Contractor shall provide and maintain during the life of this contract **Automobile Bodily Injury** and **Property Damage Liability** covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident for bodily injury and property damage combined.
- c. The Contractor shall provide and maintain during the life of this contract Commercial General Liability. Bodily Injury and Property Damage Liability shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operations are performed by the contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage combined single limits each occurrence. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage (XC&U); stating if policy is written on a claims made or occurrence basis.
- d. The Contractor shall furnish such additional insurance as may be required by statutory requirements of the State of North Carolina.
- e. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in the amount of coverage or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and the Owner of such alteration or cancellation, sent by registered mail.
- f. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required before written approval is granted by the Owner.
- g. Faxed copy of Certificate of Insurance and Endorsement will be accepted only in emergency situations but, an original copy of both must be received within five (5) working days from the insurer.
- h. Additional Insured shall be listed as the City of Newton. Do not list an individual's name in that portion of the certificate. Certificate shall also state "Waiver of Subrogation applies in favor of City of Newton with respects to General Liability, Auto Liability and Workers Compensation, prior to loss, as permitted by law. An original copy of the additional insured Endorsement must be included with the Certificate of Insurance.