

## THE CHICAGO ZOOLOGICAL SOCIETY CONTRACTOR'S LIABILITY INSURANCE

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The Contractor shall, at his own expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Certificates of Insurance for each coverage shall be filed in duplicate with the Buildings & Grounds Office, Chicago Zoological Society, Brookfield Zoo, Brookfield, Illinois 60513 **prior** to the start of work.

### Minimum Scope of Insurance

- 1) Worker's Compensation, including Occupational Diseases, statutory coverage as required by the Labor Code of the State of Illinois

Employer's Liability with minimum limits as follows

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee.

- 2) Commercial General Liability ("occurrence" form CG 00 01 ed. 10/01) insurance with limits of liability as follows, including Premises and Operations, Independent Contractor, Products/Completed Operations, Blanket Contractual, Personal Injury (with deletion of Contractual and Employee Exclusion) and Broad Form Property Damage:

Bodily Injury Liability/Property Damage:

\$1,000,000 each occurrence

\$2,000,000 aggregate products/completed operations

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 General Aggregate Limit

\$ 50,000 Fire Damage Legal Liability

- a) This policy shall be amended to delete all property damage exclusions which pertain to blasting or explosion, collapse of or structural injury to any building or structure or injury to or destruction of underground wires, conduits, pipes, or other similar property, if such policy exclusions would otherwise apply to the operations of the Contractor.
  - b) The contractual liability insurance afforded by this policy shall apply to the following indemnifying agreement and the certificate should make specific reference to said agreement:
- 3) Commercial Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Coverage to include Hired Car and Non-Ownership Liability exposures.

- 4) Umbrella/Excess Liability with limits as follows:
  - a) \$10,000,000 each occurrence
  - b) \$10,000,000 aggregate

All liability policies shall contain a clause to the effect that they shall not be cancelled, changed, or allowed to lapse until after sixty (60) days written notice (except 10 days notice of cancellation for non-payment of premium) as evidenced by return receipt of registered or certified letter has been given to Mr. Abe Singh, Vice President of Plant & Facilities, the Chicago Zoological Society, and the Forest Preserve District of Cook County, Brookfield, Illinois 60513.

The Contractor shall require each of his subcontractors to procure and to maintain during the lift of his subcontract, Worker’s Compensation, Commercial General Liability, Comprehensive Auto Liability and Umbrella/Excess Liability insurance of similar types and in the amounts specified in items 1, 2, 3, and 4 above.

### **Owner’s Liability Insurance**

The Contractor will be responsible and shall maintain such insurance as will protect the Chicago Zoological Society from its contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this contract, and any other liability for damages which the Contractor is required to insure any provisions of this contract.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Chicago Zoological Society and the Forest Preserve District of Cook County.

### **Other Insurance Provisions**

The policies are to contain, or to be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Coverage’s
  - a) The Chicago Zoological Society and the Forest Preserve District of Cook County, Illinois and their directors, officers, agents, or employees are to be added as additional insured as respects to liability arising out of activities performed on or behalf of the Contractor, products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the Chicago Zoological Society and the Forest Preserve District of Cook County, Illinois or any of their directors, officers, agents, or employees.
  - b) The Contractor’s insurance shall be primary insurance as respects the Chicago Zoological Society and the Forest Preserve District of Cook County, Illinois or any of their directors, officers, agents, volunteers or employees. Any insurance or self-insurance maintained by

the Chicago Zoological Society and the Forest Preserve District of Cook County, Illinois or any of their directors, officers, agents, volunteers or employees shall be excess of Contractor’s insurance and shall not contribute with it.

- c) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Chicago Zoological Society and the Forest Preserve District of Cook County, Illinois or any of their directors, officers, agents, volunteers or employees.
- d) Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- e) The insurer shall agree to waive all rights of recovery against the Chicago Zoological Society and the Forest Preserve District of Cook County, Illinois or any of their directors, officers, agents, or employees for losses arising from work performed by contractor for the Chicago Zoological Society.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best’s rating of no less than A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

#### **Sub-Contractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6/24/08