

# Insurance Requirements



The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

**DEFINITIONS:** For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following:

**City**  
**County**  
**PBC**  
**WHJPA**

PROVISIONS:

3. Commercial General Liability
- 3.1. Construction Agreements
- 3.2. Pollution for Pesticide or Herbicide Applicators by Endorsement
4. Automobile Liability
5. Workers' Compensation
6. Garage Liability
7. Garagekeepers
8. Inland Marine Coverage
9. Builder's Risk Insurance
10. Pollution/Environmental Liability
11. Errors and Omissions; Professional Liability
12. Railroad Protective Liability
13. Unmanned Aircraft System Liability
14. Cyber Insurance
15. Technology Errors & Omissions

**Contractor shall comply with the following provisions:**

**1. Insurance; Coverage Information**

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

**Deductibles/Retentions:** Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

**Self-Insurance:** In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

**City of Lincoln**  
**Lancaster County**  
**Lincoln-Lancaster County Public Building**  
**Commission**  
**West Haymarket Joint Public Agency**

## 2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

**3. Commercial General Liability:** The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**3.1 Construction Agreements:** The following shall also apply for Construction and Construction-Related Agreements:

- A. **Basis:** The General Aggregate shall apply on a Per Project basis. The policy aggregate, if applicable, shall not be less than five (5) times the general aggregate.
- B. Products and completed operations coverage shall be maintained for at least four (4) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) substantial completion. Contractor shall furnish Owner evidence of continuation of such insurance for the four (4) years.
- C. **Additional Insured Endorsement Forms:** Endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. **Electronic Data:** Policy shall be endorsed to remove the exclusion for damage to electronic data "that does not result from physical injury to tangible property" by adding an Electronic Data Liability endorsement ISO CG 04 37 or its equivalent.

**3.2 Pollution for Pesticide or Herbicide Applicators by Endorsement:** Contractor shall have, maintain, and provide proof of Pollution Coverage by ISO Endorsements to their Commercial General Liability coverage.

- A. **Limits:** Not less than \$50,000 per occurrence and \$100,000 in the aggregate.
- B. **Endorsement(s):** Such endorsements include Pesticide or Herbicide Applicator (CG2264) and/or Lawn Care Services (CG2293) or equivalent and as deemed acceptable to Owner.

**4. Automobile Liability:** The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**5. Workers' Compensation; Employers' Liability:** The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

**6. Garage Liability:** The Contractor shall have, maintain, and provide proof of Garage Liability coverage.

- A. **Basis:** Occurrence basis..
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each accident – auto only; \$1,000,000 CSL each accident for garage operations – other than auto and \$2,000,000 aggregate for garage operations – other than auto. The liability limit for auto only shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include the ownership, maintenance or use of any auto, whether owned, non-owned, hired or otherwise used in the garage operations. Coverage shall also include coverage for garage operations – other than auto and provide coverages generally provided in the Commercial General Liability insurance.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Garage Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**7. Garagekeepers:** The Contractor shall have, maintain, and provide proof of Garagekeepers Insurance.

- A. **Limits:** Not less than the actual value of all vehicles owned by others, in the Contractor's care, custody or control.
- B. **Coverage:** Garagekeepers coverage shall be on a Direct Primary Basis.

**8. Inland Marine Coverage:** The Contractor shall have, maintain, and provide proof of Inland Marine Coverage on an all risk basis, including flood.

- A. **Limits:** Not less than the actual value of all equipment (mobile or not) owned by others, in the Contractor's care, custody or control, regardless of location.
- B. **Coverage:** The insurance shall include coverage of the equipment while being loaded, unloaded, transported, stored or held by the Contractor or a subcontractor of any tier.

**9. Builder's Risk Insurance:** The Contractor shall have, maintain, and provide proof of Builder's Risk Insurance.

- A. **Limits:** not less than full insurable replacement cost value of the entire Work. Further, Off-Site Storage and Transit limits shall be in amounts not less than amounts required to fully replace the property for any such potential loss in a timely manner. Soft costs, Extra Expense and Building and Ordinance limits shall be sufficient to bear all reasonable costs properly attributable thereto.
- B. **Coverage:** Coverage shall be written on an "all risk" peril basis, insuring against physical loss or damage, including, but not limited to fire, theft, vandalism, malicious mischief, flood and earth movement/earthquake. Contractor's or Subcontractor's tools, materials, equipment, that are not intended to become a part of the Work, will not be insured by this policy. Contractor shall be financially responsible for any deductible applied to loss.
- C. **Additional Insured Endorsement Form:** This insurance shall include the Owner, the Contractor, Subcontractors (all tiers), in the Work as their interests may appear.
- D. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner, Contractor and Subcontractors (all tiers).

**10. Pollution/Environmental Liability:** The Contractor shall have, maintain, and provide proof of Pollution/Environmental Liability insurance.

- A. **Basis:** Occurrence or Claims-made. The Owner prefers the coverage to be on an Occurrence basis. If coverage is claims-made, the retrospective date must be the earlier of the date of this Agreement or prior to Work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Coverage shall be maintained for at least four (4) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) substantial completion. Contractor shall furnish Owner evidence of continuation of such insurance for the four (4) years. In the event the policy is not renewed, Contractor shall arrange for a four (4) year extended reporting period provision.
- E. **Additional Insured Endorsement Form:** The Contractor shall name Owner as additional insured on the Pollution/Environmental policy.
- F. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
- G. **Combined:** Pollution/Environmental Liability and Professional Liability coverages may be procured through a combined Pollution/Environmental Liability and Professional Liability policy with combined policy limits of not less than \$4,000,000 per claim and \$4,000,000 in the aggregate. The combined policy shall also be endorsed with Additional Insured and Waiver of Subrogation/Waiver of Right of Recovery endorsements as required for Pollution/Environmental Liability policy.

**11. Errors and Omissions; Professional Liability:** The Contractor shall have, maintain, and provide proof of Errors and Omissions or Professional Liability insurance.

- A. **Basis:** Claims-made unless available as Occurrence basis coverage. Claim-made must have a retrospective date be the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$1,000,000 each claim and \$1,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Combined:** Pollution Liability and Professional Liability coverages may be procured through a combined Professional Liability and Pollution Liability policy with combined policy limits of not less than \$4,000,000 per claim and \$4,000,000 in the aggregate.

**12. Railroad Protective Liability:** The Contractor shall have, maintain, and provide proof of Railroad Protective Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$2,000,000 per occurrence and \$6,000,000 aggregate.
- C. **Coverage:** Coverage shall name the affected railroad(s) as insured and include insurance for bodily injury and property damage, or such other limits as required by the Agreement or by the affected railroad(s).
- D. The original policy shall be furnished to the railroad(s) and a certified copy of the same furnished to the Owner prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Agreement. The policy must provide coverage for the duration of the Work.

**12.1. Railroad Contractual Liability Insurance:** The Contractor shall provide proof acceptable to the Owner that any exception for such work in the Contractor's Commercial General Liability Policy has been removed or deleted.

**13. Unmanned Aircraft System Liability:** The Contractor shall have, maintain, and provide proof of Aircraft Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 each occurrence.
- C. **Coverage:** Coverage shall include any unmanned aircraft(s).



**14. Cyber Insurance:** The Contractor shall have, maintain, and provide proof of Cyber Liability Insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include coverage for unauthorized access, data security and privacy breach, notification costs and regulatory defense, including costs of investigating a potential or actual breach or potential extortion or ransomware claims.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**15. Technology Errors & Omissions:** The Contractor shall have, maintain, and provide proof of Technology Errors and Omissions Liability Insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to Work commencing.
- B. **Limits:** Not less than \$2,000,000 each claim and \$2,000,000 in the aggregate.
- C. **Coverage:** including coverage for network security/data protection/cyber liability insurance, covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services to the Owner or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

**Subcontractors:** The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

**Cancellation/Renewal Notice:** Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

**Owner's Option:** Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

**Umbrella or Excess Liability:** The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

**Minimum Rating - Insurer:** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

**Reservation of Rights:** The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

**Sovereign Immunity:** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

**No Waiver by Owner:** Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

**Claims-made Tail Coverage:** Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

## **QUESTIONS**

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

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