

## EXHIBIT E

### INSURANCE REQUIREMENTS

Contractor shall purchase and maintain without interruption from the date of commencement of the Work until the date of final payment and for the additional periods specified herein, the following insurance and all insurance and bonds that may be required under any Applicable Laws, written by insurance companies with a rating of at least an "A-VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance bonds required hereunder, Owner may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to Owner on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract. Insurance requirements are independent of, and in addition to, Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

1. **Commercial General Liability** ("CGL") insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Contract Documents, whether such operations be by Contractor or by a Contractor, Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, along with other coverages available to the Contractor under the CGL policy, each of the following:
  - (a) At a minimum, the following limits and coverages:
    - (i) \$1,000,000 each occurrence or the full per occurrence limits of the policy, whichever is greater
    - (ii) \$1,000,000 personal and advertising injury or the full personal and advertising injury limits of the policy, whichever is greater
    - (iii) \$2,000,000 general aggregate or the full general aggregate limits of the policy, whichever is greater
    - (iv) \$2,000,000 products-completed operations aggregate or the full products-completed operations aggregate limits of the policy, whichever is greater
  - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Contractor.

- (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Project is located.
- (d) An appropriate endorsement acceptable to Owner stating that "limits apply per project."
- (e) Contractual liability coverage.
- (f) Contain a severability or separation of insureds clause.
- (g) The insurance maintained by Contractor shall be primary and noncontributory, and any other insurance or self-insurance maintained by Owner or the Additional Insureds is in excess and shall not contribute to Contractor's insurance in all instances regardless of any like insurance that Owner or the Additional Insureds may have.
- (i) No exclusion or limitation for residential construction.
- (j) Waiver of Subrogation endorsement in favor of Owner.

Contractor shall not permit any Contractors or subcontractors of any tier to commence work on or relating to the Work until such Contractors or subcontractor have complied with the insurance requirements set forth in this Exhibit E. Contractor shall be responsible for any Contractor's or subcontractor's failure to comply with the requirements of this Exhibit E as they apply to such Contractor or subcontractor.

2. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor or by its Contractors, Subcontractors or consultants, including each of the following:
  - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Contractors, Subcontractors, consultants or others providing services to Contractor).
  - (c) Waiver of Subrogation endorsement in favor of Owner.
3. Follow-form **umbrella (excess) liability** insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability, workers' compensation liability, and business automobile liability coverages required of Contractor under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary

insurance. Aggregate limits of liability shall apply separately with respect to the Project.

4. **Workers' Compensation insurance**, including employer's liability, for all persons whom Contractor employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:
  - (a) Coverage A (Workers' Compensation) - Statutory
  - (b) Coverage B (Employer's Liability)  
At a minimum, the following limits and coverages:
    - (i) \$1,000,000 for each accident, for bodily injury by accident
    - (ii) \$1,000,000 for each employee, for bodily injury by disease
    - (iii) \$1,000,000 for each disease policy limit
  - (c) Contain endorsements that provide:
    - (i) Voluntary Compensation
5. **Property insurance** providing coverage for property in which Contractor retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Contractor. If Contractor chooses to self-insure any of the property described under this Section, it is agreed that Contractor shall hold Owner and its representatives, agents and employees harmless for any loss sustained by the Contractor of its equipment, tools, supplies, materials and other property of Contractor whether owned or leased.
6. **Contractor's Pollution Liability insurance** providing liability and defense coverage for bodily injury and property damage from any work that involves abatement, removal, replacement, repair, enclosure, encapsulation, demolition and/or disposal of any hazardous material or substance, including, but not limited to, asbestos and lead hazards with a minimum coverage limit of \$1,000,000.
7. **Additional Insureds:** Additional insured endorsements acceptable to Owner, naming the Owner (Bolton Board of Education), the Town of Bolton, the Architect and such other persons and entities as requested by the Owner (the "Additional Insureds") as additional insureds under the Contractor's CGL policy, Contractor's Pollution Liability policy, Commercial Automobile Liability policy and the Umbrella (excess) liability insurance policy. The limits and coverages set forth in this Exhibit E are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights

of the Additional Insureds to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

8. **Payment and Performance Bonds:** To the extent required by Connecticut General Statutes §49-41(a), the Contractor shall provide a labor and material payment bond which complies with the provisions of that statute. If a payment bond is so required, Contractor shall also provide a performance bond. The bonds shall be in the full amount of the Contract Sum. Bonds shall be issued by a surety company included on the most current Department of the Treasury's Listing of Approved Sureties (Department Circular 570).
- B. Contractor/Subcontractor's/Consultant's Insurance. Contractor shall require that each Contractor, Subcontractor and consultant comply with the insurance requirements above. Before permitting any of its Subcontractors or consultants to perform any Work, Contractor shall obtain a certificate of insurance from each of them evidencing that they have each obtained the required minimum insurance and have added the Additional Insureds as additional insureds with respect to the Commercial General Liability, Commercial Automobile and Umbrella Liability insurance policies as required herein. All policies of Subcontractors and consultants shall include a waiver of any right of subrogation of the insurers thereunder against the Additional Insureds.