

Insurance Requirements. GRANTEE shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VI or higher from the A.M. Best Company or an equivalent rating service. All of the policies required of the GRANTEE shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the GRANTOR. GRANTEE shall advise the GRANTOR of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. All of the policies required of the GRANTEE shall be primary and the GRANTEE agrees that any insurance or self-funded liability programs maintained by the GRANTOR shall be non-contributing with respect to the GRANTEE's insurance.

a. Commercial General Liability

Shall be a limit of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Coverage must be in a form providing coverage not less than the standard Insurance Services Office Form CG 00 01 and include products and completed operations, property damage, bodily injury, and personal & advertising injury. The products-completed operations coverage shall be provided for a minimum of one year following final acceptance of the work.

b. Commercial Automobile Liability

Shall be a limit of not less than **\$1,000,000** per occurrence for any (Code 1) vehicle, or if GRANTEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

c. Worker's Compensation and Employers Liability

Shall be at North Carolina statutory limits. GRANTEE shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed. Employers Liability shall be a limit of not less than **\$1,000,000** per accident for bodily injury or disease.

Insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. GRANTEE, upon request, shall furnish GRANTOR with complete copies of insurance policies required. By requiring insurance herein, the GRANTOR does not represent that coverage and limits will necessarily be adequate to protect GRANTEE, and such coverage and limits shall not be deemed as a limitation on GRANTEE's liability under the indemnities granted to the GRANTOR in this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

The failure of the GRANTOR at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the GRANTEE to maintain such insurance or to meet its obligations under the indemnification provisions.

The GRANTEE shall provide the GRANTOR a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage as required by the GRANTOR. Providing and maintaining adequate insurance coverage is a material obligation of the GRANTEE. GRANTEE shall require its subcontractors to maintain insurance coverage required herein or cover the subcontractors' under the GRANTEE's policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25).

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the County, which immunity is hereby reserved to the County.