

EXHIBIT C

ANTICIPATED INSURANCE REQUIREMENTS

This Exhibit C details anticipated insurance requirements for the Project. These requirements are in development and are subject to change. It is advised that Proposers refer to the Draft RFP, once issued, for the most up to date insurance requirements.

Prior to issuance of NTP 1, the Design-Builder shall obtain insurance appropriate for professional activities, including:

- Professional Liability / Errors and Omissions Insurance
- Workers' Compensation and Employer's Liability Insurance
- Commercial General Liability Insurance (only if on-site activities are performed)
- Any other coverage required by applicable law or the Agreement Documents

This insurance shall be in the minimum amount shown below. Should the Design-Builder change carriers during the term of this contract, the design-build firm shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

1. Professional Liability

Coverages for at least three years after the project is completed: \$1,000,000 Per Claim and \$1,000,000 Annual Aggregate.

2. Workers' Compensation and Employer's Liability Insurance

Limit: Statutory coverage for Nebraska and for any other State in which the project is located.

- Employer's Liability limits:
 - \$500,000 Each Accident
 - \$500,000 Disease – Per Person
 - \$500,000 Disease – Policy Limit
- Design-Builder agrees to waive its rights of recovery against NDOT. Waiver of Subrogation in favor of NDOT shall be added to the policy.
- Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.
- Where applicable, the Longshore and Harbor Workers Compensation Act endorsement shall be attached to the policy.

3. Commercial General Liability Insurance

- Limits of at least:
 - \$ 1,000,000 per Occurrence

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury
- Design-Builder shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
- The General Aggregate shall apply on a Per Project Basis.
- NDOT shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after Final Acceptance.
- Design-Builder agrees to waive its rights of recovery against the NDOT. Waiver of Subrogation in favor of NDOT shall be added to the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If Work is being performed near a railroad track, the 50' railroad ROW exclusion must be deleted.
- Products and completed operations coverage in the amount provided above shall be maintained for the duration of the Work, and shall be further maintained for a minimum period of three years after Final Acceptance.
- Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Design-Builder.

As a condition to receive NTP 2 and throughout the life of the Project, the Design Builder shall include and maintain insurance appropriate for construction activities at the limits identified above, including:

- Professional Liability Insurance
- Commercial General Liability Insurance
- Automobile Liability Insurance
- Builder's Risk Insurance (if required by the Agreement)
- Workers' Compensation and Employer's Liability Insurance
- Umbrella or Excess Liability Insurance, if required
- Any other insurance specified in the Agreement Documents