CITY OF EVERETT, MASSACHUSETTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** (the "Agreement") is made and entered into as of the ___ day of ____, 20__ by and between the Owner and the Contractor in connection with the Project, all as defined below, pursuant to the applicable provisions of Massachusetts General Laws, Chapter 30, § 39M and Chapter 149, §§ 44A-44H.

Owner: **City of Everett, Massachusetts**
Everett City Hall
484 Broadway, Room 14
Everett, Massachusetts 02149

Contractor: _____
_____
_____

Project: _____
(City Project No. _____)

Site: _____

Architect: _____

Architect's Representative: _____

Owner's Project Manager ("OPM"): _____

OPM's Representative: _____

Contractor's Project Team: **Project Executive:** _____
Project Manager: _____
Project Superintendent: _____

SAMPLE

In consideration of the mutual agreements and covenants of the Owner and the Contractor (collectively, the "Parties") set forth herein, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS & EXHIBITS

1.1 Definitions. Capitalized terms not defined in this Agreement shall have the meanings defined elsewhere in this Agreement or in the General Conditions of the Contract for Construction or in other provisions of the Contract Documents. In the event of conflict in the definitions of capitalized terms, the definitions set forth in this Agreement shall take precedence followed by definitions in the General Conditions.

1.2 Exhibits. The following is a list of the documents which, when completed or provided, shall become exhibits to this Agreement, each of which is incorporated into this Agreement by reference and shall be deemed a part hereof:

Exhibit	Description
A	List of Specifications
B	List of Drawings
C	List of Addenda
D	Equal Employment Opportunity Requirements
E	Affirmative Action Requirements
F	Form of Project Workforce Monthly Report
G	Certificates of Insurance
H	Form of Subcontract
I	Performance and Payment Bonds
J	Insurance Requirements

1.3 Applicable Statutory Provisions. This Project is subject to certain statutory provisions. The applicable statutory provisions are enumerated in the General Conditions and in Division 00 of the Specifications and shall be deemed incorporated in the Contract Documents in their entirety to the extent such statutory provisions apply to this Project. Any other provisions required by statute to be included herein but not set forth in the Contract Documents shall be deemed to be so included. In case of a conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern.

ARTICLE 2

THE WORK

2.1 Scope of the Work. The Work of the Project includes all labor, materials, equipment, tools, supplies, supervision, coordination, administration, and all other items or services required to fully complete the Project as described in the Contract Documents or as may be reasonably inferable therefrom. The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall ensure that the Work is completed at a cost no greater than the Contract Sum, as further provided in Article 4 and elsewhere in the Contract Documents.

2.2 Contract Documents. The Contract Documents consist of this Agreement and the Exhibits hereto, the General Conditions of the Contract for Construction, the Supplementary General Conditions, if any, Drawings, Specifications, Change Orders, other written amendments to this Agreement duly executed by the Owner and the Contractor, Construction Change Directives, Architect's Supplemental Instructions, Performance Bond, Labor and Material Payment Bond, and all other documents set forth or incorporated by reference herein or elsewhere in the Contract Documents. The Contract Documents are all as fully a part of this Agreement as if attached to this Agreement and repeated herein and together constitute the "Agreement" or the "Contract." The Contract represents the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral.

2.3 Representations. In addition to other representations set forth in the Contract Documents, the Contractor represents that it is a duly-licensed and registered business entity which is experienced and skilled in construction of projects of the type, magnitude, and complexity described in the Contract Documents and that it is familiar with the special problems, regulations, and requirements of construction of the type required hereunder. The Contractor further represents that it is fully cognizant of all aspects of the overall development of the Site as described by the Owner and of the relationship of the Project to such overall development, and that it will furnish, at a cost not to exceed the Contract Sum, a complete and fully operable Project as indicated by or reasonably inferable from the Contract Documents, capable of obtaining a full, permanent certificate of occupancy.

ARTICLE 3

CONTRACT TIME

3.1 The Contractor shall commence performance upon the issuance of a Notice to Proceed by the Owner for a portion, or all, of the Work. The period of time from the date of the initial Notice to Proceed to the Final Completion Date, together with any valid extensions thereof approved by the Owner in accordance with the Contract Documents, shall constitute the Contract Time. The Contractor shall achieve Substantial Completion of the entire Work on or before

_____. Final Completion of the entire Work shall be achieved fourteen (14) calendar days after the date of Substantial Completion.

3.2 The Contractor shall proceed to carry out the Work in a timely, diligent and continuous manner in accordance with the requirements of the Project Schedule and all other Contract Documents and in accordance with the directions of the Owner so as to ensure (i) Substantial Completion of the Work, or any specified portion thereof, on or before the Substantial Completion Date, and (ii) Final Completion of the Work, or any specified portion thereof, on or before the Final Completion Date, as such dates may be extended as provided in the Contract Documents.

3.3 It is understood and agreed that the time of commencement and the dates of Substantial Completion and Final Completion of the Work are material conditions of this Agreement, and that TIME IS OF THE ESSENCE of this Agreement.

ARTICLE 4

CONTRACT SUM

4.1 Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract in accordance with the requirements of the Contract Documents. The Contract Sum is hereby established as _____ Dollars ($_____), subject to additions and deductions as provided in the Contract Documents.

4.2 Alternates. The Contract Sum is based on, and inclusive of, the following alternates:

No.	Description	Price
X	(Insert alternate description here)	$

4.3 Unit Prices. Unit prices, if any, applicable to this Contract are as follows:

No.	Description	Unit	Price
X	(Insert alternate description here)	per _____	$

4.4 Pricing of Alternates and Unit Prices. The Alternate Prices and Unit Prices specified shall include all services, labor, materials, supplies, equipment, transportation, taxes, insurance, bonds, permits and all other expenses, including overhead, superintendence and profit required to complete the alternate or unit price Work. Unless otherwise specified, the Alternate Prices and Unit Prices listed in this Article 4 shall be applicable to both increases and decreases in the Contract Sum on an equal basis.

4.5 Insurance. The Owner and Contractor shall purchase and maintain insurance and bonds in accordance with the requirements of the Contract Documents. The Contractor shall carry insurance coverages with limits no less than those identified on **Exhibit J**, attached hereto.

ARTICLE 5

PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 25 days after the Architect certifies the Application for Payment.

5.3.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor as required by the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or the Architect may require. This schedule, once approved by the Owner and the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.3.2 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.3.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(a) Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the Contract Documents;

(b) Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (5%);

(c) Subtract the aggregate of previous payments made by the Owner; and

(d) Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in the Contract Documents.

5.3.4 The progress payment amount determined in accordance with this Article 5 shall be further modified under the following circumstances:

(a) Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete or defective Work, retainage applicable to such work and unsettled claims.

5.3.5 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.3.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

(a) the Contractor has fully performed the Contract and satisfied all requirements of the Contract Documents, except those contractual obligations that are required to be performed after final completion of the Project; and

(b) a Final Certificate for Payment has been issued by the Architect.

5.3.7 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or any longer period allowable under Applicable Laws.

ARTICLE 6

OTHER PROVISIONS

6.1 No Personal Liability. No member, officer, director, principal, joint venturer, beneficiary, trustee, representative, consultant, volunteer participant, employee, agent or representative of the Owner or the Contractor shall be personally liable to the other party under

any term or provision of this Contract for any payment obligations or otherwise, or because of any breach hereof, each party agreeing to look solely to the assets of the other party for the satisfaction of any liability hereunder.

6.2 Consequential Damages. In no event shall the Owner be liable to the Contractor except for payment for Work performed pursuant to and in accordance with the Contract Documents, nor shall the Owner ever be liable to the Contractor for indirect or consequential damages of any name or nature.

6.3 Termination or Suspension. This Agreement may be terminated or suspended as provided in Articles 16 and 17, respectively, of the General Conditions and as provided elsewhere in the Contract Documents.

6.4 Certification Relating to Tax Compliance. Pursuant to M.G.L. c. 62(c), § 49(a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws.

6.5 Certification Relating to Debarment. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States.

6.6 Certification Relating to Health and Safety (M.G.L. c. 30, § 39S). The individual signing this Contract on behalf of the Contractor further certifies: (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and the Contractor shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the Work subject to this Contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in multiple counterparts, each of which shall be deemed to be an original hereof and collectively comprising a fully executed instrument, as of the date and year first above written.

CONTRACTOR

_____ _____
Name Date Signed
Title

CITY OF EVERETT:

_____ _____
Director Name Date Signed
Managing Department

_____ _____
Date Signed
Chief Procurement Officer

_____ _____
Date Signed
Chief Financial Officer/City Auditor

Approved as to Form:

_____ _____
Date Signed
City Solicitor

_____ _____
Date Signed
Mayor

EXHIBIT A

LIST OF SPECIFICATIONS

EXHIBIT B

LIST OF DRAWINGS

EXHIBIT C

LIST OF ADDENDA

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. Definitions. For purpose of this contract, the term "minority" refers to Asian–Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. The term "Commission" refers to the Massachusetts Commission Against Discrimination.

2. Obligations. During the performance of this contract, the Contractor and each of its subcontractors, and suppliers (hereinafter collectively referred to as the "Contractor") for themselves, their assignees, and successors in interest, agree as follows:

> In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places on the project site, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).
>
> In connection with the performance of work under this contract, the Contractor, shall undertake, in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this construction project undertaken by the Owner.
>
> As part of its obligation under the foregoing section, the Contractor shall use its best efforts to maintain on this project a not less than 15.3% ratio of minority employee person hours to total person hours, and a not less than 6.9% ratio of women employee person hours to total person hours.

3. Compliance with Requirements. To the extent applicable, the Contractor shall comply with the provisions of Executive Order No. 526, which is herein incorporated by reference and made a part of this contract.

4. Solicitations for Trade Contractors or Subcontractors, and for the Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of

materials or equipment, each potential trade contractor or subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to equal employment opportunity, non-discrimination and affirmative action.

5. Compliance-Information, Reports and Sanctions. The Contractor will provide all information and reports required by the Owner, and the Contractor will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Owner to affect the employment of personnel. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner and shall set forth what efforts it has made to obtain the information. Without limiting the foregoing, the Contractor shall require all trade contractors and subcontractors to submit to the Contractor a Project Workforce Monthly Report, in the form attached to the Agreement between Owner and Contractor as **Exhibit F**. The Contractor shall submit the Project Workforce Monthly Reports to the Owner on a monthly basis, together with a summary report prepared by the Contractor, in a form satisfactory to the Owner, aggregating the information provided in the trade contractors' and subcontractors' Project Workforce Monthly Reports with the Contractor's own workforce information and showing the monthly and total Project-to-date ratios of minority and women workforce hours.

Whenever the Owner believes the Contractor or any trade contractor or subcontractor may not be operating in compliance with the terms of this Section, the Owner, or its designated agent, may conduct an appropriate investigation, and may confer with the parties, to determine if the Contractor is operating in compliance with the terms of this Section. If the Owner finds the Contractor or any trade contractor or subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify the Contractor in writing of such steps as will in the judgment of the Owner bring the Contractor into compliance.

6. Severability. The provisions of this Exhibit are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

7. Equal Employment Opportunity for Persons with Disabilities. In connection with the performance of work under this contract, the Contractor, trade contractors, subcontractors and suppliers of goods and services shall not discriminate against persons with disabilities. Furthermore, the Contractor, trade contractors, subcontractors and suppliers of goods and services must give written notice of their commitments under this Exhibit to any labor union, association or brotherhood with which they have a collective bargaining contract or other agreement.

EXHIBIT E

AFFIRMATIVE ACTION REQUIREMENTS

During the performance of this contract, the Contractor and each of its subcontractors and suppliers (hereinafter collectively referred to as the "Contractor") for themselves, their assignees, and successors in interest, agree as follows.

1. Percentage Participation. On this contract, the Contractor shall use best efforts to enter into contracts and subcontracts including contracts with suppliers, distributors and manufacturers who are women/minority business enterprises. The Contractor shall use best efforts to enter into contracts worth a combined total 10.4% of the Contract Sum with W/MBE firms.

2. Definitions.

   a. Women/minority business enterprise ("W/MBE") means any business organization certified by SDO as an MBE or WBE. To be certified as a W/MBE, the minority or women must demonstrate at least 51% ownership and control, according to SDO rules and regulations.

   b. Joint Ventures -

      (1) A joint venture between a certified W/MBE and non-minority or non-WBE shall be certified by SDO as a W/MBE if the certified W/MBE has at least 51% control over the management and receipt of profits of the project bid upon.

      (2) A joint venture between a certified W/MBE subcontractor and a non-W/MBE subcontractor, in which the W/MBE does not exercise more than 51% control over management and profits, shall be entitled to a credit as a W/MBE for the proportion of the joint venture's contract equal to the W/MBE participation in the joint venture.

      (3) Whenever a general bid is filed by a joint venture with a certified W/MBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a W/MBE for the portion of the joint venture's price equal to the W/MBE participation in the joint venture.

      (4) Whenever a joint venture with a certified W/MBE participant files a general bid or sub-bid, and requests a credit as a W/MBE, the bid must be accompanied by the pre-bid joint venture agreement for that project. SDO certified joint ventures should submit a copy of SDO certification.

   c. Material Supplier - A vendor certified by SDO as a W/MBE engaged in sales to the construction industry from an established place of business or source of supply, which either:

(1) Manufactures goods from raw materials or substantially alters them before resale, entitling the Contractor to W/MBE credit for the full amount of the purchase order; or

(2) Maintains a storage facility for materials utilized in the work, entitling the Contractor to W/MBE credit for 10% of the purchase order.

d. Amount of Participation - The actual dollar amount which will be paid to W/MBE for work performed on this contract, in accordance with Section 2(b) and 2(c).

e. Contractor - Any successful general bidder to whom the Owner makes the contract award.

f. SDO - The Massachusetts Supplier Diversity Office.

g. Owner - The City of Everett, Massachusetts.

3. Determination of W/MBE Status.

a. Any Contractor subcontractor, sub–subcontractor or material supplier may apply to SDO for W/MBE status. Applications must be made on the W/MBE application form prepared by SDO. The applicant may request a form from SDO.

b. SDO is responsible for preparing, publishing, and updating a list of certified Women and Minority Owned businesses. The list is published in the Central Register established by G.L. Chapter 9, Section 20A and is available from SDO. Bidders shall rely on the list that is most current at the time the work is advertised and shall use it as a reference source to assist in meeting the requirements of these conditions.

Submission of an application to SDO does not constitute certification.

EXHIBIT F

FORM OF PROJECT WORKFORCE MONTHLY REPORT

CITY OF EVERETT, MASSACHUSETTS

PROJECT WORKFORCE MONTHLY REPORT

City Project No._____ Project Name:_____ Project Location:_____

Name of Contractor Filing Report_____

Month Ending:_____ **Minority Participation Goal: 15.3%** **Women Participation Goal: 6.9%**

	Current Month					**Project To Date**				
Job Category	**Total Monthly Workforce Hours**	**Total Monthly Workforce Hours**		**Monthly % of Workforce Hours**		**Total Workforce Hours**	**Total Workforce Hours To Date**		**% of Workforce Hours To Date**	
		Minority	**Women**	**Minority**	**Women**		**Minority**	**Women**	**Minority**	**Women**

EXHIBIT G

CERTIFICATES OF INSURANCE

EXHIBIT H

FORM OF SUBCONTRACT

CITY OF EVERETT, MASSACHUSETTS

[PROJECT NUMBER]

[PROJECT NAME]

SUBCONTRACT

SUBCONTRACTOR SERVICES PURSUANT TO CHAPTER 149

THIS AGREEMENT MADE THIS ____ DAY OF _____, by and between _____, a corporation organized and existing under the laws of _____, as hereinafter called the "Contractor" and _____, a corporation organized and existing under the laws of _____, as hereinafter called the "Subcontractor".

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____of the specifications for _____(Name of Sub–Trade) and the plans referred to therein and addenda No. _____, _____, _____, and for the _____ (complete title of the project and the project number taken from the title page of the specifications) all as prepared by _____(Name of Architect or Engineer) for the sum of _____Dollars ($_____) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub–bid):

Alternate No(s). _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and addenda No. _____, and _____, and _____, to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the City of Everett, Massachusetts hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above–written.

GENERAL CONTRACTOR	**SUBCONTRACTOR**
_____	_____
Signature	Signature
_____ Name,	_____ Name,
Title	Title
SEAL	SEAL

4847-9622-4276.1

EXHIBIT I

PERFORMANCE AND PAYMENT BONDS

EXHIBIT J

INSURANCE REQUIREMENTS

CITY OF EVERETT, MASSACHUSETTS

City Project Number: XXX-XX-XX

PROJECT NAME

EXHIBIT J

CITY OF EVERETT, MASSACHUSETTS
STANDARD INSURANCE LIMIT REQUIREMENTS

The following minimum insurance limits shall apply to the Contract and be provided by the Contractor. The Contractor shall refer to the Contract Documents for all other insurance requirements relating to this Contract.

Coverage	Estimated Construction Cost	General Contractor
General Liability[1]	-	$1,000,000 per Occurrence/ $2,000,000 Aggregate
Auto[2]	-	$1,000,000 each accident
Worker's Compensation	-	Statutory
Employers Liability	**under $1m**	$500,000 Each Accident $500,000 Disease - Each Employee $500,000 Disease - Policy Limit
Employers Liability	**$1m and over**	$1,000,000 Each Accident $1,000,000 Disease - Each Employee $1,000,000 Disease - Policy Limit
Excess/Umbrella	**under $1m**	$2,000,000 Per Occurrence

[1] Must evidence per location aggregate or per project aggregate.

[2] Combined single limit

Coverage	Estimated Construction Cost	General Contractor
		$2,000,000 Aggregate or Higher
Excess/Umbrella	**between $1m and $5m**	$5,000,000 Per Occurrence $5,000,000 Aggregate or Higher
Excess/Umbrella	**under $10m**	$10,000,000 Per Occurrence $10,000,000 Aggregate or Higher
Excess/Umbrella	**$10m and over**	$20,000,000 Per Occurrence $20,000,000 Aggregate or Higher
Professional Liability	**under $5m**	$1,000,000 Per Occurrence $1,000,000 Aggregate or Higher
Professional Liability	**under $10m**	$2,000,000 Per Occurrence $2,000,000 Aggregate or Higher
Professional Liability	**$10m and over**	$5,000,000 Per Occurrence $5,000,000 Aggregate or Higher
Contractor's Pollution Liability	**-**	$5,000,000 per occurrence and $5,000,000 Annual Aggregate or higher.
Drone/UAV Aircraft Liability[3]	**-**	No less than $2,000,000

[3] Required only if the work of the vendor includes operation, or arranging for the operation, of unmanned aerial systems (i.e., drones) services.