

## Exhibit C

### Insurance Requirements

Prior to commencing the Work, Contractor will provide one or more Certificates of Insurance to BHP demonstrating adequate insurance coverage as required on the Details Summary and as provided in this Exhibit C, including evidence that Contractor's insurance carriers have provided endorsements naming BHP as an additional insured, where indicated. Contractor shall require the same coverage (including Additional Insured and Waiver of Subrogation requirements) from any sub-contractors hired to work on the Project.

All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to BHP. Contractor will forward Certificates of Insurance directly to the Contract Contact listed in the Details Summary.

For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to BHP, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

#### 1. Commercial General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products Completed Operations Aggregate and \$1,000,000 Personal & Advertising Injury.

If the Details Summary indicates this Contract involves construction services, the following paragraph applies:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The following exclusionary endorsements are prohibited: Subsidence or earth movement, exterior insulation finish systems, damage to Work performed by Contractor/vendor, residential or multi-family, perils of explosion, collapse & underground (XCU), specific operations exclusion applicable to Work Contractor has been hired to perform. BHP requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

The insurance shall include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Work. If hauling of hazardous waste is part of the Scope of Work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

### 3. Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee. Umbrella Liability limits may be used to satisfy this requirement.

### 4. Umbrella / Excess Insurance

If the Details Summary indicates this Contract requires Umbrella / Excess coverage, the following paragraph applies:

Umbrella/Excess Liability insurance in the amount of \$1,000,000 Each Occurrence / \$1,000,000 Aggregate; \$10,000,000 Each Occurrence/\$10,000,000 Aggregate for large construction projects

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

### 5. Professional Liability (Errors and Omissions) (If applicable)

If the Details Summary indicates this Contract requires Professional Liability (Errors and Omissions) coverage, the following paragraph applies:

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate, with a maximum deductible of \$25,000 to be paid by Contractor. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

### 6. Pollution Liability (If applicable)

If the Details Summary indicates this Contract requires Pollution Liability coverage, the following paragraph applies:

Coverage pay for those sums Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate, with a maximum deductible of \$25,000 to be paid by Contractor. If the coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. BHP shall be named as an additional insured for ongoing operations and completed operations.

### 7. Third Party Commercial Crime Insurance / Third Party Fidelity Bond (If applicable)

If the Details Summary indicates this Contract requires Third Party Commercial Crime Insurance or a Third-Party Fidelity Bond, the following paragraph applies:

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property." To provide coverage to BHP during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's

employees when engaged in work for a client. In addition, BHP will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

**8. Builder's Risk (If applicable)**

If the Details Summary indicates this Contract requires Builder's Risk Insurance, the following paragraph applies:

Contractor shall provide property insurance written on a "all-risk" builders risk or installations floater covering the completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Property insurance shall be no less than the amount of the initial Contract Sum plus the value of the subsequent modifications and labor performed and material or equipment supplied by others. This insurance shall include the interest of the Owner Contractor, Subcontractors, and any sub-subcontractors. This coverage shall contain a waiver of subrogation as to the listed parties above."

**9. Other Property Coverage (If applicable)**

If the Details Summary indicates this Contract requires Contractor's Equipment insurance, the following paragraph applies:

**Contractor's Equipment:** Contractor shall maintain at its sole cost and expense insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Contractor may use in performance of the Work. Contractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Contractor's obligations of this Section. Coverage shall include equipment leased/borrowed/rented by Contractor.

If the Details Summary indicates this Contract requires Rigger's Liability insurance, the following paragraph applies:

**Riggers Liability Required:** If the scope of the work involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others, Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

**BHP as Additional Insured:** BHP (and any affiliate entity specified by BHP which owns one or more properties relevant to the Work) shall be named as an additional insured for General Liability, Umbrella/Excess Liability, Automobile Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *Housing Authority of the City of Boulder, Colorado, a body corporate and politic, doing business as Boulder Housing Partners, is named as Additional Insured.*

**Notice of Cancellation:** Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days' prior written notice has been given to BHP, except when cancellation is for non-payment of premium, in which case 10 days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify BHP any cancellation, suspension, or nonrenewal of any insurance policy within 7 days of receipt of insurers' notification to that effect.

Insurance Obligations of BHP: BHP is not required to maintain or procure any insurance coverage beyond the coverage maintained by BHP in its standard course of business. Any insurance obligations placed on BHP in any of the Contract Documents or mutually agreed upon project-specific documents shall be null and void.

Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by BHP.

Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against BHP, its organizations, officers, agents, employees, and volunteers.