

WAPA INSURANCE REQUIREMENTS

A. Liability and Workers Compensation Insurance Requirements					
<p>During construction, Contractor and/or its general contractor are to carry the liability and workers' compensation insurances set out below. Subcontractors are to carry the same coverages but required limits may be amended at the discretion of the Contractor for subcontractors to reflect the size of their contracts, subject to a limit of \$1,000,000 each for Commercial General Liability, Automobile Liability and Employers Liability. After receipt of evidence of insurance for any subcontractor, WAPA reserves the right to require limits up to those required for the Contractor.</p> <p>Once operations have begun, Contractor and/or its general contractor shall have in place and at all times maintain the below liability and workers' compensation insurances.</p>					
	Coverage Type	Limit			
1.	Commercial General Liability	\$2,000,000*	Combined single limit per occurrence and in the aggregate where applicable		
2.	Automobile Liability	\$2,000,000*	Combined single limit per accident		
3.	Employers Liability	\$2,000,000*	Each accident for bodily injury by accident Each employee and policy limit for bodily injury by disease		
4.	Workers Compensation	Statutory requirements	Per occurrence	N.A.	N.A.
5.	Professional Liability	\$2,000,000*	Per occurrence and in the aggregate	\$25,000	Per occurrence
* Combination of primary and excess or umbrella liability policies. Any combination of primary and excess limits is acceptable if the total equals or exceeds the specified amount.					
Liability Insurance Terms and Conditions					
	a.	Occurrence Basis	The primary General Liability policy and any Excess Liability policy that provides additional limits over the primary General Liability policy shall be "occurrence-based" policies. Claims-made policies will not be accepted.		
	b.	Additional Insured	The General Liability policy and any Excess Liability policy shall be endorsed to include WAPA as an additional insured. Such General Liability policy shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and any insurance carried by WAPA shall be excess of and noncontributing with insurance afforded by this policy."		
	c.	Completed Operations	The Contractor and any subcontractors' General Liability coverage in place during construction shall include Completed Operations coverage,		

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			which coverage is to continue for two years following completion of construction.
	d.	Defense Costs	Defense costs in all primary liability policies shall be “outside the limit”, i.e., the full policy limits are for the payment of damages.

B.	Environmental Impairment Liability Insurance Requirements		
	<p>Contractors are to carry Environmental Impairment Liability (“EIL”) insurance with a limit of \$2,000,000 each incident and annual aggregate. EIL coverage is to be maintained during the full term of the contract and for five years following completion of construction. The EIL policy (or policies if the limit is met with a combination of primary and excess policies) are subject to the following terms and conditions:</p> <ol style="list-style-type: none"> 1. There shall be no exclusion for prior acts or conditions of which the insured is unaware. 2. The EIL policy shall be endorsed to include WAPA as an additional insured. Any such policy be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and any insurance carried by WAPA shall be excess of and noncontributing with insurance afforded by this policy." 3. The EIL policy will cover liability for property damage or bodily injury to third parties, including clean-up or remediation of any damaged property. 4. The insurer may but is not required to participate in the defense of any claim. 5. Defense costs are to be covered as part of the annual aggregate limit. 		
C.	Property Insurance Requirements		
	<p>Property policy(ies) shall cover all risks of direct physical loss to the property except for excluded perils, including coverage for collapse and transit.</p> <p>Boiler and machinery coverage on a breakdown basis are to be included in the Special Form policy or provided in a separate policy. Testing of any equipment is to be included.</p> <p>There shall be no exclusion for the perils of explosion, collapse or underground damage.</p>		

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1.	Property Insurance shall remain in place continuously through the term of the Agreement)				
	Coverage Type	Limit			
	Earth Movement including Earthquake, Volcanic Activity, and Subsidence.	Replacement Value of Insurable Real and Personal Property subject to policy terms and conditions.			
	Hurricane/ Windstorm				
	Flood including Tsunamis				
	Debris Removal				

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	Ordinance or Law				
	A l l Other Perils (including boiler and machinery perils where applicable)		Replacement Value of Insurable Real and Personal Property subject to policy terms and conditions.		
	Extra Expense/ Expediting Expense Combined			Occurrence	
	Property Insurance Terms and Conditions				
	a.				
	b.	Ordinance or Law	Each property policy is to cover the costs incurred i n repairing or replacing the damaged property to meet current building codes. Coverage is to be provided for: Loss to the Undamaged Portion of the Building Demolition Cost Increased Cost of Construction		
	c.	Terrorism	Terrorism coverage is not required.		
	D. Requirements Applicable to All Insurance Policies				
	1.	Insurance Company Rating	All insurance companies shall be rated A- or better by A.M . Best’s. Should an insurance company’s rating fall below A-, Seller (or its general contractor) shall replace that insurance company with a qualifying insurance company within 60 Days.		
	2.	Notice of Cancellation	Each insurance company shall provide written notification to WA PA 30 Days prior to the effective date of any cancellation.		
	3.	Evidence of Compliance with Insurance Requirements at Insurance Date	Evidence is to consist of an original certificate of insurance signed by an approved officer of the insurance company or its authorized representative. The certificate shall show: The name of the insurance company The policy period The policy number The description of the property The name of the Seller/Policyholder - WA PA as an additional insured (General Liability and Excess - Liability only)		

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			<ul style="list-style-type: none">- The 30 Days cancellation notice- Liability insurance certificates are to be on ACORD form 28 or its equivalent for property insurance and ACORD form 25 or its equivalent for liability insurance. Evidence of workers' compensation insurance shall be issued by the appropriate Workers' Compensation Administration bureau of the Government of the Virgin Islands.
	4.	Evidence of Renewal or Replacement Policies	Contractor shall advise WA PA of any renewals or replacements of the required insurances by providing the same documentation required i n C.3 above. Such evidence shall be provided upon renewal of the policy that is being renewed or replaced.