

****PLEASE SEE LAST PAGE FOR EXAMPLE COI****

70-21 Indemnification and Insurance. The Contractor, its principals, partners, employees, agents, representatives, successors or assigns, hereby agree to protect, defend, save harmless and indemnify Owner, the Tulsa Airport Authority, the City of Tulsa, their Trustees, Councilors, officers, employees and authorized representatives or their successors or assigns, against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever, from or by reason of or on account of, as a result of Work or activities of any nature whatsoever arising directly or indirectly under this Contract, including any claims for injury to person or property or death to the party or to employees of the Contractor, the Subcontractors or its principals or of Owner, the Tulsa Airport Authority or the City of Tulsa.

Before the execution of the Contract, the Contractor must obtain all insurance required under this section. The Contractor must not allow any Subcontractor to commence Work until the Subcontractor has also obtained insurance applicable to the subcontractor's type of Work to be performed, including Workers' Compensation and Employer's Liability coverage, which is acceptable to the Contractor, except that the Subcontractor's Commercial General Liability limits shall not be less than the Contractor's limits required in the schedule below. The Contractor shall maintain insurance throughout the life of this Contract including the guarantee and maintenance periods.

The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

The Contractor shall purchase and maintain in full force during the life of this Contract, Commercial General Liability insurance as shall protect TAIT and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from any operations under the Contract, whether such operations be those of the Contractor, a Subcontractor or anyone directly or indirectly employed by either of them. Commercial General Liability insurance shall meet the minimum requirements set forth below:

LANDSIDE PROJECT

Commercial General Liability

\$1 Million Per Occurrence/\$1 Million Aggregate, including Premises Operations; Products and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

Auto Liability, including all owned, hired and non-owned automobiles.

\$1 Million Combined Single Limit

AIRFIELD PROJECT

Commercial General Liability

\$5 Million Per Occurrence/\$5 Million Aggregate including Premises Operations; Products and Completed Operations; Blanket Contractual (including Provisions for Contractor's obligations); Personal and Advertising Injury.

Auto Liability, including all owned, hired and non-owned automobiles *\$5 Million Combined Single Limit*

TERMINAL APRON PROJECT

Commercial General Liability *\$10 Million Per Occurrence/\$10 Million Aggregate including Premises Operations; Products and Completed Operations; Blanket Contractual (including Provisions for Contractor's obligations); Personal and Advertising Injury.*

Auto Liability, including all owned, hired and non-owned automobiles. *\$10 Million Combined Single Limit*

All required coverage, underwritten on an occurrence basis, must be provided by an insurance company licensed to do business in the State of Oklahoma with an AM Best rating of A-VII or better. Contractor may use an excess policy or umbrella to reach required limits. TAIT, the Tulsa Airport Authority and the City of Tulsa, their trustees, councilors, officers and employees shall be named as additional insureds on all policies except Workers' Compensation and Employer's liability coverage. Certificate(s) of insurance, on a form satisfactory to TAIT, shall be completed and submitted with the Contract to be approved by TAIT.

In addition to the insurance required above, the Contractor shall obtain, at its expense, an Owner's and Contractors' Protective Insurance policy covering the Work to be performed by the Contractor for the Owner specifically naming TAIT, the Tulsa Airport Authority and the City of Tulsa as insureds with the same limits as set forth for the Project category identified and set forth above.

The Contractor shall also purchase and maintain during the life of this Contract, Worker's Compensation insurance as required by law for all employees who will Work on this Project and Employer's Liability with a minimum of \$100,000 per accident; \$100,000 for disease any one employee; and \$500,000 for disease any one occurrence. If any Work is provided by Subcontractors, the Contractor shall require each Subcontractor to provide similar Workers' Compensation and Employer's Liability insurance coverage.

Contractor's insurance policies shall contain a Waiver of Subrogation in favor of TAIT, the Tulsa Airport Authority and the City of Tulsa. Each certificate of insurance required hereunder SHALL state that TAIT will be notified in writing of any alteration, modification, cancellation, non-renewal or expiration of the insurance policy not less than thirty (30) days prior to the effective date thereof. The Contractor shall obtain similar or greater insurance prior to the expiration or termination of any existing insurance contract.

The insurance described herein is intended to fully protect TAIT, the Tulsa Airport Authority, the City of Tulsa, their trustees, councilors, officers, servants, employees and authorized representatives or their successors, the Contractor and Subcontractors from any loss whatsoever arising from Contractor's operations. The Contractor and the company issuing such insurance shall prosecute and defend all court actions at no expense to the Owner or to other named insureds.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED AND WAIVER OF SUBROGATION LIE IN FAVOR OF CERTIFICATE HOLDER, CITY OF TULSA, TULSA AIRPORT AUTHORITY, TAIT, THEIR GOVERNING OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES. 30-DAY NOTICE OF CANCELLATION EXCEPT FOR 10-DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION**

TAIT
CITY OF TULSA
TULSA AIRPORT AUTHORITY
PO BOX 581838
TULSA, OK 74158-1838

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE