

EXHIBIT H

INSURANCE REQUIREMENTS

Developer must provide and maintain, and cause its Agents to procure and maintain, at Developer's own expense (or the expense of its Agents as applicable), the insurance coverages and requirements specified below, insuring all operations related to the Activity.

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Activity, and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease. Coverage must include United States Longshore and Harbor Workers, Jones Act, when applicable.

Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Developer's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Developer's sole negligence or the additional insured's vicarious liability. Developer's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Developer must ensure that the City is an additional insured on insurance required from subcontractors.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, the Developer must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous materials.

Railroad Protective Liability

When any work or services is to be done adjacent to or on railroad or transit property, Developer or its contractor must provide, with respect to the operations that Developer, its contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Activity, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include, but not be limited to, pollution liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy must have an extended reporting period of at least two (2) years, unless renewed or replaced by another policy with an extended reporting period of at least 2 years.

Valuable Papers

When any plans, designs, drawings, media, data, specifications, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, fixtures that are or will be part of the Drainage Swale or Restoration Work. Coverages must include but are not limited to, the following: material stored off-Easement Area and in-transit, water including overflow, leakage, sewer backup or seepage, damage to adjoining and existing property, collapse, debris removal and faulty workmanship or materials.

Contractors Pollution Liability

Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Activity with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy must have an extended reporting period of at least two (2) years, unless renewed or replaced by another policy with an extended reporting period of at least two (2) years. The City of Chicago is

to be named as an additional insured.

City Property; Personal Property

The Developer is responsible for all loss or damage to City Property at full replacement cost that result from the Activity.

The Developer is responsible for all loss or damage to Personal Property.

ADDITIONAL REQUIREMENTS

The Developer must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Assets, Information & Services, 2 N. LaSalle, Suite 200, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on an Insurance Certificate Form prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Developer (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance and the nature of its use of the Easement Area. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a default of the Agreement, and the City retains the right to order Developer to cease all activities on the Easement Area until proper evidence of insurance is provided, or the Agreement may be terminated.

The Developer must provide prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this

Agreement given as a matter of law.

If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require all subcontractors to provide the insurance required herein, or Developer may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. Developer must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Developer or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

The City of Chicago is not responsible to provide insurance or security for the Easement Area, or any vehicles, materials, equipment other personal property of Developer or any of its contractors, subcontractors or other agents related to or in connection with the activity of Agreement.