

ADDENDUM B: NBEAD INSURANCE REQUIREMENTS

1. *General Requirement.* Subgrantee shall not commence work under this Subgrant until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to NBO. Subgrantee shall maintain all required insurance for the life of this Subgrant and shall ensure that NBO has the most current certificate of insurance throughout the life of this subgrant.
 - 1.1 If by the terms of any insurance a mandatory deductible is required, or if Subgrantee elects to increase the mandatory deductible amount, the Subgrantee shall be responsible for payment of the amount of the deductible in the event of a paid claim.
 - 1.2 Insurance coverages shall function independent of all other clauses in the Subgrant, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this Addendum.
 - 1.3 Notice of cancellation of any required insurance policy must be submitted to the Broadband Grant Manager, as set forth in the Subgrant, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.
2. *Required Insurance.* Subgrantee shall take out and maintain during the life of this Subgrant such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subgrantee and any contractor performing work covered by this Subgrant from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Subgrant, whether such operation be by the Subgrantee or by any contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The policy shall include NBO, shall be primary, and any insurance or self-insurance carried by NBO shall be considered excess and non-contributory.
 - 2.1 The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Abuse & Molestation, Personal Injury and Contractual Liability coverage.
 - 2.2 The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.
 - 2.3 Subgrantee shall maintain this insurance at the following amounts:

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable

UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000

LIABILITY WAIVER
 “Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by NBO shall be considered excess and non-contributory.”

3. *Required Workers’ Compensation Insurance.* If Subgrantee is subject to the Nebraska Workers’ Compensation Act, Subgrantee shall take out and maintain during the life of this Subgrant the statutory Workers’ Compensation and Employer’s Liability Insurance for all of the Subgrantee’s employees to be engaged in work on the project under this Subgrant and, in case any such work is sublet, the Subgrantee shall require the subcontractor similarly to provide Workers’ Compensation and Employer’s Liability Insurance for all of the contractor’s employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of NBO. The amounts of such insurance shall not be less than the following limits:

WORKERS’ COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits - All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory

SUBROGATION WAIVER
 “Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.”

4. *Additional Required Insurance.* Subgrantee shall maintain insurance, subject to all the applicable requirements provided above, in the following amounts:

PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim/Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	

5. *Evidence Of Coverage.* The Subgrantee shall furnish the NBO with an industry-standard ACORD certificate of insurance coverage complying with the above requirements prior to beginning work at the following:

Nebraska Broadband Office
 700 South 16th Street
 Lincoln, NE 68508
NBO.grants@nebraska.gov

These certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and the minimum amounts and types of coverage required hereunder. If the State is damaged by the failure of the Subgrantee to maintain such insurance, then the Subgrantee shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be reported to the Broadband Grant Manager as listed above by Subgrantee when issued if replacement insurance coverage meeting the requirements and specifications herein cannot be obtained and a new coverage binders evidencing replacement coverage shall be submitted immediately to ensure no break in coverage.