



injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Buyer or by anyone directly or indirectly employed by them. In addition, the coverage is to include the Department and its employees as "additional insureds." The amount of the insurance will not be less than a minimum of \$3,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

7.1.2. Worker's Compensation Insurance Coverage A: Worker's Compensation Insurance for all the Buyer's employees pertaining to the Agreement, unless such employees are covered by the protection afforded by the Buyer. This coverage will comply in all respects with the requirement of the statutes of the State of Missouri. Coverage B: Employer's Liability, in an amount no less than \$2,000,000.

7.1.3 Comprehensive Automobile Liability coverage to include coverage for all owned, hired, and non-owned vehicles. The coverage is to include for protection of the Buyer or by anyone directly or indirectly employed by them. The minimum limit of coverage to be provided is \$3,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate

7.2 All insurance will be procured through agencies and be written by insurance companies which are acceptable to and approved by the Department.

7.3 All coverage should be placed with insurance carriers that are licensed to do business in the State of Missouri as an admitted carrier and all coverage placed is subject to the Department's approval as to form and content, as well as carrier. All required coverage will be obtained and paid for by the Buyer.

7.4 The Buyer will furnish the Department with certificates, policies, or binders which indicate the Buyer and/or the Department are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the work. All standard certificates, policies, or binders will give the Department's Infrastructure Management Branch thirty (30) days written notice prior to cancellation.

7.5 Upon receipt of any notice of cancellation, the Buyer will, within ten (10) days, procure other policies of insurance similar in all respects to the policy or policies about to be cancelled or altered; and if the Buyer fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Department may obtain such insurance at the cost and expense of the Buyer without notice to the Buyer.

7.6 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Department does not assume any liability for acts of the Buyer or their employees in the performance of the Agreement. Neither the Department's review, approval, or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

8. SOVEREIGN IMMUNITY. The Department reserves all immunities, defenses, rights, or actions arising out of the Department's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the Department's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the Department's entry into this

Agreement.

9. ASSIGNMENT. The Buyer shall not assign in whole or in part this Agreement without first obtaining written consent of the Department.
10. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Venue for any cause of action regarding the Agreement shall be the Circuit Court of Cole County, Jefferson City, Missouri.
11. TERMINATION. This Agreement may be terminated upon 30 days written notice of such election to terminate.
12. INTEGRATION. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior written and/or oral agreements.
13. MODIFICATION. This Agreement may be altered or modified only in writing signed by the Parties.
14. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.
15. NOTICES. All notices provided for in this contract shall be in writing, duly signed by the party giving such notice, and shall be delivered by either first-class mail or by email, to the following:

BUYER:

DEPARTMENT

Annie Kittrell  
Regional Resource Management  
Missouri Dept of Conservation  
2901 Truman BLVD  
Jefferson City, MO 651097.

Any notice sent by electronic mail must have been acknowledged by the recipient as having been received before the notice is deemed to have been given.

IN WITNESS WHEREOF, the Parties have hereunto executed this contract the day and year first above written.

**Buyer:**

**Missouri Department of Conservation:**

\_\_\_\_\_  
Buyer's Name

\_\_\_\_\_  
Signature of Department Representative

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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Title

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Division

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Date

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Date