

- .2 the words “including”, “include” or “included” are not limiting;
- .3 the words “hereby,” “herein,” “hereof,” “hereunder” or other words of similar meaning refer to the entire document in which it is contained;
- .4 a reference to any agreement or other contract includes permitted supplements, amendments and restatements;
- .5 a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;
- .6 a reference to singular includes plural and vice-versa and each gender includes the other;
- .7 Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;
- .8 a reference to an Article, Section, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Exhibit or Schedule of the document containing the reference;
- .9 a reference to an Article includes all Sections and Subsections contained in such Article, and a reference to a Section or Subsection includes all Subsections of such Section or Subsection; and
- .10 All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;

ARTICLE 2

INSURANCE

- 2.1 Construction Manager's Insurance.** Construction Manager shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Construction Manager's operations under this Agreement whether such operations be by itself or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:
- 2.1.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
- 2.1.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- 2.1.3** Claims for damages because of bodily injury, or death of any person other than employees.
- 2.1.4** Claims for damages covered by usual personal injury liability coverage which are sustained (1) by any person as a result of an act(s) or omission(s) directly or indirectly related to the employment of such person by Construction Manager, or (2) by any other person.
- 2.1.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom.