

REQUIREMENTS FOR VENDORS DOING BUSINESS WITH THE CITY OF WASHINGTON

The awarded vendor must furnish and keep in full force, during the term of this contract, the following insurances:

Unless waived by the City in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and umbrella Liability Insurance.

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on an addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). City of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City of Washington. There shall be no endorsements or modifications of the CGL policy, which limits coverage for liability arising from claims based on sexual abuse or molestation.

(2) Business Automobile and Umbrella Liability Insurance.

(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired, and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later additions CA0001.

(3) Workers Compensation Insurance.

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

(4) Insurance Requirements for all Policies.

(a) Contractor waives all rights against the City of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial general Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to the previous paragraph of this agreement.

(b) By requiring insurance herein, the City of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to the City of Washington in this contract.

(c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, of a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this contract, Contractor shall furnish the City of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days' written notice to the City of Washington prior to the cancellation or material change of any insurance referred to therein.

(f) Failure of the City of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at the City of Washington's option.

(h) The Contractor must agree to hold harmless and indemnify the City of Washington and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the City of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The Contractor insurance policy including Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the City of Washington as additional insured.

(i) Certificates of insurance must be delivered to the City of Washington within five (5) days after the award evidencing this coverage.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the City of Washington with a Best Rating of A- or better.

Contractor:

By: _____

Printed Name: _____

Title: _____