

## **1.0 Insurance**

During the term of this Contract, Contractor shall maintain the following insurance coverage:

### **1.1. Workers Compensation**

Contractor shall secure and maintain, with an insurance company having an A.M. Best Rating of A VII or better, such insurance as will protect it from claims as may arise in the performance of Contractor's services as identified in this Agreement under the Workers Compensation Statute for State of Indiana. Such coverage is to be equal to or greater than the following limits:

Part One	Statutory Coverage
Part Two	Employers Liability
	\$1,000,000 Each Accident
	\$1,000,000 Policy Limit for Disease
	\$1,000,000 Each Employee for Disease

A Waiver of Subrogation in favor of the City of Valparaiso is to be provided and attached to the Contractor's Workers Compensation policy.

### **1.2. General Liability**

Contractor shall secure and maintain, with an insurance company having an A.M. Best Rating of A VII or better, such insurance as will protect it from claims for bodily injury, death, or property damage as may arise in the performance of Contractor's services as identified in this Agreement. Such coverage is to be equal to or greater than the following limits:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Injury
\$1,000,000	Each Occurrence
\$50,000	Damage to Premises Rented to You (Fire Legal)
\$10,000	Medical Payments

Contractor's General Liability coverage is to be Primary and non-contributory. A Waiver of Subrogation to the benefit of the City of Valparaiso is to be provided. The General Liability policy is to be endorsed to include the City of Valparaiso as an additional insured for

On-Going and Completed Operations for a period of 2 years after completion of the job.

### **1.3. Commercial Automobile**

Contractor shall secure and maintain, with an insurance company having an A.M. Best Rating of A VII or better, such insurance as will protect it from claims for bodily injury, death, or property damage as may arise in the performance of Contractor's services as identified in this Agreement. Such coverage is to be equal to or greater than a Combined Single Limit of \$1,000,000. The Contractor's Commercial Automobile coverage is to be Primary and non-contributory.

Coverage for Hired and Non-Owned autos is to be included.

Coverage should apply to "Any Auto."

Contractor's Automobile coverage is to be Primary and non-contributory. A Waiver of Subrogation to the benefit of the City of Valparaiso is to be provided. The Automobile policy is to be endorsed to include the City of Valparaiso as an additional insured.

### **1.4. Commercial Umbrella Liability**

Contractor shall secure and maintain, with an insurance company having an A.M. Best Rating of A VII or better, such insurance as will protect it from claims for bodily injury, death, or property damage as may arise in the performance of Contractor's services as identified in this Agreement. Such coverage is to be equal to or greater than the following limits:

\$4,000,000      Each Occurrence

The umbrella coverage should provide coverage in excess of the primary coverage and, at a minimum, should follow the form of the underlying insurance policies as outlined above. In addition, this coverage shall be Primary and non-contributory.

### **1.5. General Insurance Conditions**

#### **1.5.1.**

Contractor shall furnish evidence satisfactory to the City that insurance is in force that complies with insurance and indemnification specifications as contained herein. Such evidence shall be in the form of certificates of insurance to be on file prior to

the commencement of work under this Agreement and prior to any payments for work performed under this Agreement. With respects to certificates, since they do not extend or alter coverage afforded by the policies, it is important and incumbent upon the Contractor or its insurance representative to ensure that the policies provide coverage for the specifications as expressed in the Agreement and that such policies are modified to do so if necessary.

**1.5.2.**

All insurance required of Contractor pursuant to this Agreement shall be primary to any other insurance purchased by or to the benefit of City and all subsidiaries and affiliated companies.

**1.5.3.**

Any insurance purchased by or to the benefit of the City and all subsidiaries and affiliated companies is secondary and non-contributory to the insurance required of Contractor as outlined in this Agreement. Providing the insurance described herein does not limit or relieve the Contractor's responsibility or liability under this Agreement.

**1.5.4.**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the City, its officers and officials.

**1.5.5.**

Each insurance policy required by this clause shall be endorsed to state that "It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the City of Valparaiso has been notified in writing of such changes, reductions or cancellations." Said notice shall be made in the form of a certified letter.