

# [CONTRACTOR]

## MINIMUM INSURANCE AND BOND REQUIREMENTS

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Contractor and Subcontractors (if any) shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

### REQUIRED INSURANCE POLICIES AND BONDS

Contractor (the Contractor) shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding the 'underwriting limitation' amount listed.

- (1) **Workers' Compensation Insurance:** Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease and employee. No owner or officer may be excluded.

#### Required Endorsements

- ☐ Waiver of transfer of rights of recovery against others to us (CG 24 04 or equivalent)

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- (2) **General Liability Insurance:** Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$2,000,000 aggregate [Low Hazard]  
☐ \$2,000,000 per occurrence / \$3,000,000 aggregate [Average Hazard]  
☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Moderate Hazard]  
☐ \$[            ] per occurrence / \$[            ] aggregate [High Hazard]

#### Required Endorsements

- ☐ Additional Insured – Ongoing Operations (CG 20 10 or equivalent)  
☐ Additional Insured – Completed Operations (CG 20 37 or equivalent)  
☐ Primary and Noncontributory (CG 20 01 or equivalent)  
☐ Aggregate Limit Per Project (CG 25 03 or equivalent)  
☐ Waiver of transfer of rights of recovery against others to us (CG 24 04 or equivalent)  
☐ Contractual Liability – Railroads (CG 24 17)

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- (3) **Automobile Liability Insurance:** Automobile liability insurance for the Contractor's liability arising out of the use of any owned, leased, non-owned and hired vehicles of the Contractor, with a symbol 1 for any auto, statutory no-fault limits and a liability limit not less than the below specified limit:

- ☐ \$1,000,000 each accident [Low Hazard]
- ☐ \$2,000,000 each accident [Average Hazard]
- ☐ \$5,000,000 each accident [Moderate Hazard]
- ☐ \$[            ] each accident [High Hazard]

☐ Not Required

Required Endorsements

- ☐ Additional Insured
- ☐ Primary and Noncontributory
- ☐ Waiver of transfer of rights of recovery against others to us

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- (4) **Liquor Liability Insurance:** Liability insurance for the serving or sale of alcohol, in an amount not less than \$2,000,000 each claim, \$3,000,000 aggregate. Insurance may be provided through the General Liability policy or as a standalone policy.

☐ Not Required

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- (5) **Sexual Abuse & Molestation Insurance:** Liability insurance for the Contractor's activities, in an amount not less than \$3,000,000 each claim, \$3,000,000 aggregate. Insurance may be provided through the General Liability policy or as a standalone policy.

☐ Not Required

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- (6) **Excess Liability Insurance:** The amounts of insurance required in the foregoing subsections may be satisfied by the Contractor purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above, and the Excess Liability policy includes/is excess of all required underlying endorsements. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

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- (7) **Contractors Pollution (Environmental) Liability Insurance:** Contractor's pollution (Environmental) liability insurance for the Contractor's liability arising out of their operations. Coverage shall apply to all operations undertaken by the contractor, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Low Hazard]
  - ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Hazard]
  - ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [High Hazard]
  
  - ☐ Not Required
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- (8) **Contractors Professional Liability (Errors & Omissions) Insurance:** Professional Liability Insurance for Contractor's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Low Hazard]
  - ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Hazard]
  - ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [High Hazard]
  
  - ☐ Not Required
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- (9) **Professional Liability (Architects & Engineers Errors & Omissions) Insurance:** Professional liability insurance for the Contractor's liability arising out of their architectural, engineering and design activities with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Small Projects]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Projects]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Large Projects]
  
- ☐ Not Required

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- (10) **Professional Liability (Technology Errors & Omissions) Insurance:** Professional Liability Insurance for Contractor's liability arising out of the rendering of professional service, including design, programming, security and any other information technology related work with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Small Projects]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Projects]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Large Projects]

Contractor shall provide a certificate of insurance verifying coverage for a period of not less than three years after project completion.

- ☐ Not Required
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- (11) **Professional Liability (Financial Services) Insurance:** Any contract that involves the delivery of professional services, including financial advisory services and underwriting services, shall maintain appropriate professional liability insurance with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Small Projects]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Projects]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Large Projects]

- ☐ Not Required
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- (12) **Professional Liability (Real Estate) Insurance:** Any contract that involves the delivery of professional services, including but not limited to: Real estate agents and brokers, appraisers, surveyors, property inspectors and any other services associated with acquisition and disposition of property shall maintain professional liability insurance, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Small Projects]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Projects]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Large Projects]

- ☐ Not Required

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- (13) **Misc. Professional Liability Insurance:** Any other contract that involves the delivery of professional services not specifically listed above, shall maintain appropriate professional liability insurance specific for the type of work/service performed, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Small Projects]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Projects]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Large Projects]
  
- ☐ Not Required

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- (14) **Cyber Liability Insurance:** Cyber Liability Insurance for Contractor's liability arising out of the handling, storage or access to protected information retained by the City, and shall respond to the loss or theft of protected information, including all legal and forensic expenses, voluntary notifications, credit monitoring expenses and subsequent third party liability claims arising from the cyber event. Coverage shall apply to business associates and subcontractors, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Small Projects]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Moderate Projects]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Large Projects]
  
- ☐ Not Required

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- (15) **Aircraft/Hull Liability Insurance:** Shall be provided for the use of operation of any aircraft, with not less than the below specified limits:

- ☐ \$1,000,000 per occurrence / \$1,000,000 aggregate [Drones]
- ☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Hot Air Balloons]
- ☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Powered Aircraft]
- ☐ \$10,000,000 per occurrence / \$10,000,000 aggregate [Rotorcraft]
  
- ☐ Not Required

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- (16) **Directors & Officers Liability Insurance:** In the event the Contractor should propose a special purpose entity involving a board of directors, the contractor at its sole expense shall purchase and maintain a separate Directors & Officers Liability insurance policy, protecting all board members against allegations of wrongful acts. This policy shall have a per occurrence and aggregate limit of not less than \$1,000,000.

☐ Not Required

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- (17) **Employment Practices Liability Insurance:** In the event the Contractors operations shall involve direct interactions with our employees and/or the public, employment practices liability, insurance shall include coverage for 'third-party' harassment. This policy shall have a per claim and aggregate limit of not less than \$1,000,000.

☐ Not Required

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- (18) **Security Guard Liability Insurance:** Any contract that will involve private security guards, shall maintain security guard liability insurance. Security Guard Liability insurance shall an amended definition of personal injury, including: false arrest, detention or imprisonment; malicious prosecution, wrongful entry or eviction, libel or slander, violation of rights of privacy, assault & battery. Errors & omissions shall be included. This policy shall be issued with not less than the below specified limits:

☐ \$3,000,000 per occurrence / \$3,000,000 aggregate [Unarmed]

☐ \$5,000,000 per occurrence / \$5,000,000 aggregate [Armed]

☐ Not Required

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- (19) **Garage Keepers Liability / On Hook Towing Liability Insurance:** Any contract that will involve the maintenance, storage or towing of vehicles, shall maintain garage keepers liability insurance in an amount not less than \$1,000,000.

☐ Not Required

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- (20) **Media Liability Insurance:** Any contract that will involve the creation or distribution of electronic or print media, shall maintain media liability insurance in an amount not less than \$1,000,000.

☐ Not Required

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- (21) **Medical Malpractice (Professional Liability) Insurance:** Any contract that will involve professional medical services, including employee testing, treatment, diagnostics, evaluation or prescription of medications shall maintain medical malpractice (professional liability) insurance in an amount not less than \$2,000,000 per claim.

☐ Not Required

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- (22) **Participant Accident Insurance:** Any contract or permit that will involve participants not covered by a workers' compensation policy, shall provide Participant Accident Insurance with a limit per individual of \$25,000, with no aggregate limit.

☐ Not Required

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- (23) **Property, Inland Marine, Automobile Physical Damage Insurance:** In the event the contractor should lease back any City owned property, equipment or vehicles the Contractor shall insure leased property on an 'all-risk basis' including earth movement, flood and windstorm. Policies shall be written on a replacement cost basis for property and boiler & machinery and agreed value basis for inland marine and automobile physical damage. The City shall establish minimum replacement cost and agreed values for leased assets.

☐ Not Required

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- (24) **Cargo Insurance:** In the event the contractor shall be responsible for materials or goods in-transit, cargo insurance shall be maintained for the transportation type (Motor, Ocean or Air) not less than the replacement cost or the cargo, including any reorder and expediting costs.

☐ Not Required

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- (25) **Crime Insurance:** In the event the contractor should have direct access to city funds, crime insurance shall be maintained in an amount not less than \$1,000,000 and including the following insuring agreements:

- Employee Theft
- Forgery or Alteration
- Theft of Money & Securities
- Theft of Money & Securities In-Transit
- Money Orders and Counterfeit Currency
- Computer Crime
- Funds Transfer Fraud
- Theft of Client Funds
- Social Engineering Fraud (Impersonation Fraud).

☐ Not Required

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- (26) **Railroad Protective Liability:** In the event that the project should involve work being performed within a railroad right of way, where Railroad Protective Liability insurance is required by a railroad, the contractor shall procure and maintain the Railroad Protective Liability policy. The City shall approve the premium for this policy.

☐ Not Required

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- (27) **Builder's Risk / Installation Floater:** Contractor shall provide optional terms for builder's risk insurance or installation floater. Contractor agrees to have City approve builder's risk insurance program including limits, deductibles, terms, etc. The City shall maintain the right to obtain and implement builder's risk coverage at their discretion.

☐ Not Required

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- (28) **Bailee's (Inland Marine) Coverage:** Contractor shall provide Bailee's coverage for property in their care, custody or control; including valuable papers and microfilm, in an amount approved by the City.

☐ Not Required

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- (29) **Bid Bond:** Contractor shall provide a bid bond equal to 5% of the contract bid.

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- (30) **Payment & Performance Bond:** Contractor shall provide a payment & performance bond for the duration of the project, in an amount no less than 100% of the Contract/Agreement.

### INSURANCE PROVISIONS

- (1) **Additional Insured:** The Contractor shall name the City as an Additional Insured, or the above referenced insurance requirements.
- (2) **Waiver of Subrogation:** The Contractor hereby waives any and every claim for recovery from the City, Lenders and their respective offices and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Contractor agreement to the extent that such loss or damage is recovered under any such policy.
- (3) **Severability of Interests:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- (4) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retention, exceeding 5% or the policy limit must be declared to and approved by the City. At the option of the City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.
- (5) **Incident Reporting:** Contracting party shall agree to disclose to the City, all incidents or occurrences of accident, injury, and/or property damage, regardless of whether such incidents are submitted as claims under the contractor's insurance policies.
- (6) **Evidence of Insurance:** On or before the effective date of each policy and on an annual basis at least 10 days prior to each policy anniversary, the Contractor shall furnish the City with (1) certificates of insurance or binders, in a form acceptable to the City, evidencing all of the insurance required by the provisions of this Section. Contractor shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion. The certificates and endorsements are to be furnished to and accepted by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

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- (7) **Claims-Made Policies:** If any policies are written on a claims-made basis, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period (Tail) of not less than two years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Contract. The retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.
- (8) **Policy Cancellation and Change:** All insurance policies shall be endorsed so that if at any time they are canceled, such cancellation shall not be effective for the City for 30 days, except for non-payment of premium which shall be for 10 days. If any material change in coverage should occur, the Contractor shall provide notice of any material change in coverage to the City immediately.
- (9) **Liability Limits:** The liability limits shown in this Section are minimum requirements. To the extent the Contractor maintains, or causes to be maintained on its behalf, liability limits which are higher than the minimum limits stated in this Section, the higher liability limits shall be required of the Contractor.
- (10) **Failure to Maintain Insurance:** In the event the Contractor fails, or fails to cause others on their behalf, to purchase or maintain the full insurance coverage required by this Section, the City, upon 30 days' prior notice (unless the required insurance would lapse within such period, in which event notice will be given as soon as reasonably possible) to the Contractor of any such failure, may (but shall not be obligated to) purchase the required policies of insurance and pay the premiums on the same. All amounts so advanced thereof by the City shall become an additional obligation of the Contractor to the City, and the Contractor shall pay such amounts to the City, together with interest thereon from the date so advanced. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (11) **No Duty to Verify or Review:** No provision of this Section or any provision of any document related to this agreement shall impose on the City any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the Contractor, nor shall City be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or underwriter. Any failure on the part of the City to pursue or obtain the evidence of insurance required by this agreement from the Contractor and/or failure of the City to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this agreement.

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- (12) **Subcontractors:** Contractor shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.
- (13) **Indemnification:** Contractor shall indemnify and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorney's fees, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing services to the City but only to the extent caused by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.
- (14) **Loss Control and Safety:** The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.