

ATTACHMENT 3 INSURANCE REQUIREMENTS

Insurance Requirement

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations; this coverage shall be maintained for 6 years following the date of acceptance of the completed building by the City
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement); additional insured coverage shall be primary and non-contributing
- combined single limit not less than \$1,000,000 per occurrence;

Contractual Liability, covering

- bodily injury" or "property damage" for which Contractor may be obligated to pay damages by reason of the assumption of liability arising from their activities and responsibilities under this contract.
- a limit of liability not less than \$1,000,000 per occurrence or, if an endorsement to a CGL policy, a \$1,000,000 combined single limit will be accepted.

Personal And Advertising Injury Liability, covering

- claims and related charges/sums that the Contractor becomes legally obligated to pay as damages due to "personal and advertising injury caused by Contractor's offenses arising out of their operations or activities related to the performance of this contract.
- a limit of liability not less than \$1,000,000 per occurrence or, if an endorsement to a CGL policy, a \$1,000,000 combined single limit will be accepted.

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners, partners, and officers
- employers' liability, with a limit of not less than \$1,000,000 per occurrence.

Automobile Liability Insurance, covering

- vehicles owned, hired, leased, rented or borrowed by Contractor
- property damage, bodily injury or death and medical expenses from the use of Contractor owned, hired, leased, rented or borrowed vehicles
- combined single limit not less than \$1,000,000 per claim applicable to this contract
- City of Durham must be named additional insured

Employee Dishonesty and Forgery, covering

- negligent acts and omissions of Contractor in regard to performance of services under this contract;
- self-insured retentions/deductibles in excess of \$25,000 must be approved by the City Finance Director
- coverage may be provided either by specific policy or as part of the Commercial General Liability Policy
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$3,000,000 per year; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

Subcontractors

In the event the Contractor does not provide the necessary insurance coverages for the operations and activities of its subcontractors, agents, consultant, as regards to the performance of this contract, Contractor shall require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Workers Compensation and Employers Liability Insurance, or other type insurances as may be necessary given the nature of the engagement the subcontractor may be called upon, in such amounts as required by the City, to insure the activities of the subcontractors protect the Contractor and the City from liability and will defend and indemnify, saving harmless, the City as relating to, directly or indirectly, the performance of services outlined in this contract and related subcontract.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.