

## INSURANCE REQUIREMENTS

### 1. Insurance Requirements

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

### 2. Minimum Insurance:

2.1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

2.2. Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.

2.3. Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.

2.4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

### 3. Additional Insurance:

3.1. Consultant's Errors & Omissions or Professional Liability with limits not less than \$5,000,000 per claim and as an annual aggregate. Network Security and Privacy Liability coverage with limits not less than \$5,000,000 per occurrence and as an annual aggregate.

3.2. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.3. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Vendor in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Vendor.

### 4. Self-Insured Retentions:

4.1 Self-insured retentions must be declared to and approved by the City except for the General Liability, Workers Compensation, and Business Auto policies.

### 5. Other Provisions:

1. Commercial General Liability policies must be endorsed to:

- a. Include the City, its officials, employees and volunteers as additional insureds,
- b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,

2. Contractor or its Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance.

- 6. Acceptability of Insurers: Insurance shall be placed with insurers with a rating acceptable to the City.
- 7. Verification of Coverage: Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 8. Subcontractors: Contractor shall require subcontractors to provide coverage which reasonably complies with the requirements stated herein in consideration of the services to be provided by such subcontractor.