



## **INSURANCE**

Insurance shall be maintained by the Contractor/Vendor in accordance with the following:

Except as otherwise specified in the contract, the contractor and his subcontractors of any tier are required to maintain insurance coverage with policy limits not less than those set forth in this agreement. They are also required to maintain this coverage at their own expense at all times during the performance of the work. It shall be the responsibility of the contractor and any subcontractors to maintain adequate insurance coverage and to ensure that all subcontractors are adequately covered at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve them of any contractual responsibility or obligation.

### **CERTIFICATES OF INSURANCE**

Prior to commencing work and at the time of execution of the contract and each subcontract, the contractor and his subcontractors shall furnish the City of Grapevine with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall name the City as an additional insured where applicable on both Automobile and General Liability policies. The certificates shall provide that any company issuing an insurance policy for the work under contract shall provide, in writing, no less than 30 days advance notice of cancellation, nonrenewal, or material change in the policy of insurance. In addition, the contractor shall immediately provide written notice to the City of Grapevine when a decision to cancel, terminate or alter any insurance policy.

Certificates of insurance for contractor and subcontractor-furnished insurance and notices or cancellations, terminations, or alterations of such policies shall also be uploaded.

### **COMMERCIAL GENERAL LIABILITY**

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the contractor, his subcontractors, and the additionally insured against all claims arising from bodily injury, sickness, disease or death of any person other than the contractor's employees, as well as damage to property of the City of Grapevine or others arising out of the act of omission of the contractor, subcontractor, or their agents or employees. This policy shall also cover Premises Operations, Independent Contractors, Products/completed operations, Personal Injury, Contractual Liability, Damage to property rented by you. The liability shall not be less than:

General Aggregate: \$2,000,000

Bodily Injury and Property Damage  
Each Occurrence: \$1,000,000

#### BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims of others arising from the use of motor vehicles, whether they are owned, non-owned, or hired. The limit of liability shall not be less than:

Bodily Injury: \$500,000 per person  
\$1,000,000 per occurrence

Property Damage: \$100,000

Or Combined Single limit: \$1,000,000

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The insurance shall protect the contractor and their subcontractors against all claims under applicable state workers' compensation laws. The insured shall agree to hold the city harmless from claims for injury, disease, or death of employees which, for any reason, may not fall within the provision of a workers' compensation law. The limits carried under part two, Employers Liability shall be:

Bodily Injury by Accident \$1,000,000 Each Accident

Bodily Injury by Disease \$1,000,000 Each Employee

Bodily Injury by Disease \$1,000,000 Policy Limit

#### INDEMNIFICATION

For the consideration included in the bid price, the contractor and his subcontractors shall pay, indemnify, and hold harmless the City, its agents, guests, consultants, invitees, and employees, for all suits, actions, claims, demands, damages, losses, expenses, including attorney fees, court costs and judgment of every kind and description to which the City, its agents, guests, consultants, invitees, or employees may be subjected to by property damage; reason of injury to persons; death; omission; negligence or fault of the contractor, his subcontractors, their agents or employees committed in connection with this contract, contractor's performance hereof or any work performed hereunder.

The contractor and his subcontractors shall indemnify and hold harmless the City, its agents, employees and consultants (including the Engineer), from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney fees, court costs and judgments of every kind and description arising from, based upon, or arising out of the violation of any federal, state, country, or city law, bylaw, ordinance or regulation by the contractor, his agents, trainees, invitees, servants, and employees.

#### WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Grapevine, its commissioners, partners, officials, directors, officers, agents, and employees and against all other contractors and subcontractors.