

PART III
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

NOTICE OF CLAIM. The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING.

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

SUB-CONSULTANT'S INSURANCE. If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

PROFESSIONAL LIABILITY: Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY. Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto; OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,

Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury

Independent Contractors

Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit

220 S.E. Green Street

Lee's Summit, MO 64063 -2358

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.