



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

FURNITURE PROVIDER – PROVIDENCE PUBLIC SCHOOLS – FIVE NEW PK-8 SCHOOLS

Insurance Requirements

Upon award, Certificates of Insurance must be provided to the City indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

- a. *Commercial General Liability Insurance*: occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this resulting contract or be no less than two times the occurrence limit. If necessary, umbrella liability insurance can be used in conjunction with the general liability insurance to meet these requirements.

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 2. For any claims related to this project, vendor's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance covering the City, its officials, officers, employees, and volunteers shall be excess of vendor's insurance and shall not contribute with it.
 3. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- b. *Automobile Liability Insurance*: including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident.
 - c. *Workers' Compensation Insurance*: workers' compensation insurance with statutory limits as required by the State of Rhode Island or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Vendor shall require each of its subcontractors to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by vendor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.



d. *Other Insurance Requirements:* Vendor shall:

1. Upon award, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City's Contracting Officer.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employer's liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manner and limits as specified for vendor. Vendor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
7. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, and volunteers for losses arising from work performed by vendor for the City.
8. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.