

CITY OF BRIGHTON INSURANCE REQUIREMENTS

The award firm will be required to furnish a Certificate of Insurance with the City named as Additional Insured with the name of the project listed in the Description of Operations / Locations / Vehicles box.

A. The Contractor agrees to procure and maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

1. Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers' Liability Insurance.
2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Contractor's insurance does not cover non-owned automobiles, then the Contractor guarantees to the City that the requirements of this paragraph shall be met by each employee, subcontractor or other agent of the Contractor who utilizes an automobile in providing services to the City of Brighton under this Agreement.
4. Professional Liability Insurance with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. If approved by the City of Brighton prior to the commencement of any work or services under this Agreement, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City of Brighton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor in connection with providing any work or services under this Agreement. In the case of any claims made, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City of Brighton prior to commencement of any work or services under this Agreement. **The Certificate shall identify the Agreement** and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, diminished or materially changed until at least thirty (30) days prior written notice has been given to the City of Brighton. The completed Certificate of Insurance shall be sent to: procurement@brightonco.gov with "Certificate of Insurance" and the name of the project in the subject field. Please also CC the City's Project Manager.

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of Contract upon which the City of Brighton may immediately terminate this Agreement, or at its discretion the City of Brighton may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City of Brighton shall be repaid by the Contractor to the City of Brighton upon demand, or the City of Brighton may offset the cost of the premiums against any monies due to Contractor from the City of Brighton.

F. The City of Brighton reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Contractor agrees to execute any and all documents necessary to allow the City of Brighton access to any and all insurance policies and endorsements pertaining to this particular Project.

G. The parties hereto understand and agree that the City of Brighton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the City of Brighton, its officers or its employees.

H. In addition to procuring and delivering to the City such written Certificates of Insurance, demonstrating that the Contractor has obtained and will maintain all policies of insurance coverage in the amounts required herein, the Contractor shall also cause the City to be named as an Additional Insured party entitled to coverage under such policy or policies of insurance, and for that purpose the Contractor shall obtain and maintain, or cause to be obtained and maintained, any and all necessary policy endorsements, additional coverage documents, or other instruments or Certificates, such as will provide such insurance coverage to the City at all times during the Contractor's performance of the Project.

I. All Certificates of Insurance shall be submitted on an Acord 25-S form or most current.