

EXHIBIT I

Notice to prospective bidders and contractors:

It is recommended that you discuss these requirements with your insurance agent prior to submitting your bid

Retain a copy of this for your records. In the event you are considered for this award it is your responsibility to contact your insurance agent and comply with these requirements prior to formal award of contract. Failure to do so within 10 days may result in rejection of your bid.

CITY OF GRAND RAPIDS
INSURANCE AND INDEMNITY REQUIREMENTS
PURCHASING SERVICES

There are two (2) sections relative to insurance requirements and are designated as Standard and Special requirements. The requirements for this bid are noted in the bid documents.

| Required Yes/No | <u>Standard Insurance Requirements</u> | Required Levels |
|----------------------------|---|--|
| Yes | <u>General Liability</u> w/Additional Insured Endorsement | Required – Minimum \$1,000,000 |
| Yes | <u>Automobile</u> | Required – Minimum \$1,000,000 |
| Yes | <u>Worker’s Compensation</u> | Required - Statutory Or Sole Proprietor Statement |
| No | <u>Special Insurance Specifications</u> | |
| Yes | <u>Professional Liability</u> | Minimum \$1,000,000 |
| No | <u>Pollution Liability</u> | Minimum \$1,000,000 |
| Yes | <u>Waiver of Subrogation</u> | |
| No | <u>Owners and Contractors (OCP)</u> | Minimum \$1,000,000 |

EXHIBIT I

CITY OF GRAND RAPIDS INSURANCE AND INDEMNITY REQUIREMENTS PURCHASING DEPARTMENT STANDARD SPECIFICATIONS

1. INDEMNITY REQUIREMENTS

Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the City, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto, and their agents contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the contract, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the City by reason of any law of the State of Michigan or the United States, now existing or which shall hereinafter be enacted, imposing any liability or liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees, said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.

2. INSURANCE REQUIREMENTS

A. STANDARD INSURANCE SPECIFICATIONS

The Contractor as successful Bidder, shall prior to the execution of the contract, file with the City certified copies of policies or adequate certificates pertaining hereto as proof of adequate insurance to protect the public and the City of Grand Rapids. The furnishing by the Contractor of any insurance policies and insurance certificates required and their acceptance or approval by the City shall not release the Contractor from obligation to provide sufficient coverages as set forth herein and shall not waive liability of the Contractor to indemnify the City against all damage as aforesaid.

For each contract to which these Standard Specifications apply, the following types and amounts of insurance shall be provided by the Contractor unless any Special specifications applicable to the contract provide for different insurance requirements. Insurance coverage will only be accepted if the insurer has a minimum "B+" financial strength rating or higher and a VII financial size category rating or higher by the AM Best insurance rating service. The City reserves the right to make the final determination as to whether any insurance provided by the Contractor complies with these Standard Specifications or any applicable Special Specifications. *In addition, the City reserves the right to modify or waive at any time any applicable insurance requirements when, in the discretion of the City's Risk Manager or other authorized representative of the City Manager, it is in the City's best interests to do so.*

1. **GENERAL LIABILITY** – The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an occurrence basis with limits of liability Not less than \$1 Million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: A) Contractual Liability, B) Products and Completed Operations; C) Independent Contractors Coverage, D) Broad Form General Liability Extensions or equivalent, E) Deletion of all explosion, Collapse and Underground (XCU) Exclusions, if applicable. **ADDITIONAL INSURED:** Commercial General Liability and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Grand Rapids, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
2. **AUTOMOBILE-** The Contractor shall procure and SHALL MAINTAIN DURING THE LIFE OF THE CONTRACT, Motor Vehicle Liability Insurance, including Michigan No- Fault Coverages, with limits of liability of not less than \$1 Million per occurrence combined single limit, Bodily Injury and Property Damage. Such coverage should apply to all vehicles used in connections with work performed for the City and include Hired and Non-Owned Liability coverage.
3. **WORKERS' COMPENSATION INSURANCE** – The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan
4. **NOTIFICATION OF CANCELLATION** – It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Grand Rapids, ATTN: Purchasing Department, 300 Monroe NW, Grand Rapids, Michigan 49503, as Certificate Holder.

B. SPECIAL INSURANCE SPECIFICATIONS

1. **PROFESSIONAL LIABILITY-**The Contractor shall procure and maintain during the life of this contract Professional Liability Insurance in an amount not less than \$1 Million per occurrence and \$1 Million aggregate. If this policy is in a claims made form, the Contractor shall be required to keep policy in force, or purchase "tail" coverage, for a minimum of three years after the termination of this contract.
2. **POLLUTION LIABILITY-**The Contractor shall procure and maintain for the duration of this contract, Pollution Liability insurance in an amount not less than one million dollars ((\$1,000,000) aggregate. If this policy is in a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
3. **CONTRACT BOND REQUIREMENTS-** The successful Bidder shall furnish satisfactory performance and/or lien bonds, each in an amount equal to the total contract price on all projects for which the contract amount is \$30,000 or more. No performance or lien bonds will be required on construction projects for which the contract price is less than \$30,000. Such bonds shall be on the forms provided by the City and shall conform to the regulations of the City and the requirements specified by the laws of Michigan.
4. **OWNER'S AND CONTRACTORS PROTECTIVE (OCP) LIABILITY INSURANCE**
The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1 Million per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. The City of Grand Rapids shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

FAILURE TO EXECUTE CONTRACT- Failure on the part of the successful bidder to execute the contract document and file satisfactory bonds and insurance within 10 days, as specified herein, may be considered cause for rejection of the bid as non-responsive.

NOTICE TO PROCEED – The successful Bidder may not commence work under this contract until authorized to do so by the Purchasing Department.