

City of Newport News, Virginia

GENERAL INSURANCE REQUIREMENTS

3/28/23

1. General Insurance Requirements:

- a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated “A” or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days’ prior written notice (10 days’ for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment and cyber liability, when applicable), shall be with the same company. Contractor also agrees that their insurance is primary.
- d. Other insurance may be required depending on the scope of work presented.

The City of Newport News shall be an Additional Insured in all such policies.

2. Insurance Requirements

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

a. **Commercial General Liability**

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	\$1,000,000
Property Damage per occurrence (PD)	\$1,000,000
If Policy has Aggregate Provisions – Minimum Annual Aggregate Limit	\$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence \$1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL) \$2,000,000

d. **Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

e. **Cyber Liability** (if applicable)

Cyber Liability in an amount not less than Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

f. **Professional Liability** (if applicable)

The contractor shall obtain and maintain professional liability insurance for errors and omissions (E & O) in the amount of two million (\$2,000,000.00) for the duration of this contract. An original certificate of insurance and all required endorsements shall be submitted to the Office of Purchasing for approval.

g. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

“The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News”.

The Contractor shall promptly notify the City in the event it receives notice that any applicable insurance policies have been or will be cancelled including due to non-payment of premium.

h. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).