

Chemical Insurance Requirements

Chemical Site Work

Insurance: Vendor shall procure and maintain the following insurance during the term of this contract and its performance:

- (1) Worker's compensation insurance as required by law; and automobile insurance (for all owned, hired, and non-owned vehicles) with \$1,000,000 limit;
- (2) Commercial general liability insurance, written on a per occurrence basis with \$1,000,000 in coverage per occurrence and \$2,000,000 aggregate;
- (3) Umbrella liability insurance over all other required insurance, written on a per occurrence basis with \$5,000,000 limit **(\$1,000,000 for low risk chemicals)**;
- (4) Contractor pollution liability insurance, written on a per occurrence basis, with \$5,000,000 limit **(\$1,000,000 for low risk chemicals)**; and,
- (5) Environmental errors and omissions (for vendors providing design, consulting, testing or laboratory services), with \$5,000,000 in coverage per claim.

For all required insurance, the City shall be named an additional insured without added exclusions or limiting endorsements that diminish the City's protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention the City has shall not be required to contribute. For itself and all of its insurers, vendor waives its right to recover against the City for liabilities for which the City has insurance. Vendor shall furnish to the City endorsements from its insurers unconditionally entitling the City to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. Vendor shall furnish the City proof of its compliance with these insurance requirements upon demand, through City-approved means (currently MyCOI). Compliance with this section is a condition of City's payment to vendor. Vendor should add registration@mycoitracking.com to its safe-senders list.

Chemical Delivery or Supply

Insurance: Vendor shall procure and maintain the following insurance during the term of this contract and its performance:

- (1) Worker's compensation insurance as required by law; and automobile insurance (for all owned, hired, and non-owned vehicles) with \$1,000,000 limit;
- (2) Commercial general liability insurance, written on a per occurrence basis with \$1,000,000 in coverage per occurrence and \$2,000,000 aggregate;
- (3) Umbrella liability insurance over all other required insurance, written on a per occurrence basis with \$5,000,000 limit **(\$1,000,000 for low risk chemicals)**;
- (4) Contractor pollution liability insurance, written on a per occurrence basis, with \$5,000,000 limit **(\$1,000,000 for low risk chemicals)** including products pollution liability and transportation pollution liability for all deliveries.

For all required insurance, the City shall be named an additional insured without added exclusions or limiting endorsements that diminish the City's protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention the City has shall not be required to contribute. For itself and all of its insurers, vendor waives its right to recover against the City for liabilities for which the City has insurance. Vendor shall furnish to the City endorsements from its insurers unconditionally entitling the City to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. Vendor shall furnish the City proof of its compliance with these insurance requirements upon demand, through City-approved means (currently MyCOI). Compliance with this section is a condition of City's payment to vendor. Vendor should add registration@mycoitracking.com to its safe-senders list.

Chemical Disposal

Insurance: Vendor shall procure and maintain the following insurance during the term of this contract:

- (1) Worker's compensation insurance as required by law; and automobile insurance (for all owned, hired, and non-owned vehicles) with \$1,000,000 limit;
- (2) Commercial general liability insurance, written on a per occurrence basis with \$1,000,000 in coverage per occurrence and \$2,000,000 aggregate;
- (3) Umbrella liability insurance over all other required insurance, written on a per occurrence basis with \$5,000,000 limit **(\$1,000,000 for low risk chemicals)**;
- (4) Contractor pollution liability insurance, written on a per occurrence basis, with \$5,000,000 limit **(\$1,000,000 for low risk chemicals)** including transportation pollution liability that covers loading and unloading and a waste brokering endorsement if disposal at non-owned site.

For all required insurance, the City shall be named an additional insured without added exclusions or limiting endorsements that diminish the City's protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention the City has shall not be required to contribute. For itself and all of its insurers, vendor waives its right to recover against the City for liabilities for which the City has insurance. Vendor shall furnish to the City endorsements from its insurers unconditionally entitling the City to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. Vendor shall furnish the City proof of its compliance with these insurance requirements upon demand, through City-approved means (currently MyCOI). Compliance with this section is a condition of City's payment to vendor. Vendor should add registration@mycoitracking.com to its safe-senders list.