

City of Edgerton, Kansas
Insurance Requirements for Software Vendor Contract

Contractor shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits:

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products- completed operations, and personal and advertising injury. It shall also name City, its officers, employees, Mayor, and City Council Members, volunteers and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, for ongoing operations, using ISO additional insured endorsement CG 2010 or its equivalent, copy of which is required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for each additional insured for the duration of the contract.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$500,000 Each Accident

\$500,000 Policy Limit - Disease

\$500,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(3) TECHNOLOGY PROFESSIONAL LIABILITY ERRORS & OMISSIONS

\$1,000,000 Per Claim

\$1,000,000 Aggregate

This coverage, appropriate to the Contractor's profession and work hereunder, shall apply to actual or alleged wrongful acts, errors and omissions resulting in claim(s) for damages related to the work, and be sufficiently broad to respond to the duties and obligations of Contractor in this contract (with no policy limitations or exclusions related to the work) and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, alteration of electronic information, extortion, and network security. This policy shall also provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include Cyber liability coverage to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Contractor.

If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. This insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting period" (tail) coverage for a minimum of five (5) years after completion of contract work.

(4) WAIVER OF SUBROGATION

Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, employees, Mayor, and City Council Members, volunteers and agents.

(5) CERTIFICATE OF INSURANCE AND MISCELLANEOUS PROVISIONS

Prior to commencing the work, Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas, along with the policy dec page and endorsements page of the Technology E&O policy. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. For all claims related to this contract, the Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect if certificates or dec pages are ambiguous to the City's Risk Manager. Annually, Contractor agrees to provide a new/replacement formal certificate of insurance and dec pages one week prior to the expiration date. If any portion of the work is to be subcontracted, Contractor shall require that the subcontracted Contractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Contractor's obligations hereunder. And the fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.