

## **Insurance Requirements**

Lessee shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of the Lessee hereunder and the results of that work by the Lessee, his agents, representatives, employees or sub contractors. The City of Gillette specifically does not waive and specifically reserves any and all immunities granted by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq., unless specifically waived herein.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.

If the Lessee maintains higher limits than the minimums shown above, the City of Gillette requires and shall be entitled to coverage for the higher limits maintained by the Lessee.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The City of Gillette, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

#### ***Primary Coverage***

For any claims related to this contract, the Lessee’s insurance coverage shall be primary insurance as respects the City of Gillette, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Gillette, its officers, officials, employees, or volunteers shall be excess of the Lessee’s insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Gillette.

***Waiver of Subrogation***

Lessee hereby grants to City of Gillette a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City of Gillette by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City of Gillette has received a waiver of subrogation endorsement from the insurer.

***Employers Liability/Stop Gap Coverage***

The Commercial General Liability policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Gillette. The City of Gillette may require the Lessee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Gillette.

***Verification of Coverage***

Lessee shall furnish the City of Gillette with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Gillette before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The City of Gillette reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City of Gillette reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.