

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Insurance Requirements for Simplified Acquisitions

TO: Charmyne Reid, PRMT
DATE: May 10, 2018
FROM: M. J. Johnston, RISK
RE: CIT0118408 ProWatch Upgrade

Coverages with an "X" are required:

- [X] Workers' Compensation – Statutory Limits; Employer's Liability, \$500,000 per accident/disease
- [X] Commercial General Liability insurance (CGL) - \$1,000,000 per occurrence/\$2,000,000 aggregate
- [X] Automobile Liability insurance - \$1,000,000 per occurrence
- [X] Technology Errors and Omissions Liability insurance - \$1,000,000 per occurrence

Insurance Provisions:

- Insurance carriers shall have an A.M. Best rating of at least A-/VII.
- If RRPL is required, the Contractual Liability Exclusion (applicable to work to be performed within 50 feet of railroad property) must be removed from CGL policy and Umbrella by way of Endorsement CG 20 17 or its equivalent.
- WMATA shall be named as an additional insured on the Commercial General Liability and the Auto Liability insurance policies.
- All insurance shall be primary and non-contributory to any insurance WMATA may have.
- WMATA shall be provided at least 30 days written notice of cancellation, nonrenewal or material change in coverage.
- Contractor/Vendor shall provide evidence of insurance coverage to WMATA in the form of a current certificate(s) of insurance, including the copies of Additional Insured and primary and non-contributory endorsements on the Auto and CGL and waivers of subrogation for Auto, CGL and workers' compensation, at least ten (10) days prior to performance of work and/or services. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.
- Upon expiration of the policies, Contractor shall provide renewal COIs and all applicable endorsements to the Authority, with terms and limits no less favorable than the expiring insurance policies.

Contractor/Vendor agrees to indemnify, defend and hold harmless WMATA from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), for loss, of whatsoever kind and nature (including but not limited to death, personal injury, property damage, or economic loss) occurring in connection with or arising out of the products or services provided, Vendor's access to WMATA property, and/or the scope of work performed under this contract including any errors or omissions of the Vendor.

Authorized Signature

Printed Name

Date

Title

Company Name