

Attachment F

INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, the Vendor shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of the Vendor, its officers, agents, representatives or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
2. **Workers' Compensation and Employer's Liability:** Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.
 - Coverage A – Statutory Limits
 - Coverage B - Employers Liability - \$500,000 bodily injury or disease each accident; each employee
3. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.
4. **Professional Liability:** Coverage is required when services are performed by licensed professionals and/or Scope involves performing any financial, auditing, consulting, design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to the Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement.

Related Insurance Requirements

The Certificate of Insurance evidencing the minimum coverages required herein shall be in force on the Effective Date of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of work under this Agreement.

It is understood and agreed to by the parties hereto that Chicago Housing Authority and others listed below shall be included as Additional Insureds on Vendor's liability policies, with the exception of Professional Liability and Employer's Liability and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority

60 E Van Buren
Chicago, IL 60605

Additional Insureds: Collectively referred to as the “Additional Insureds” shall include Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, property management firms, agents, employees, invitees and visitors.

Primary Coverage: For any claims related to this Agreement, the Vendor’s insurance coverage shall be the primary policy. The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Vendor.

Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via PINS Advantage Certificate Tracking System, evidencing compliance with the insurance requirements set forth above. You will receive an email with instructions for the submission of your insurance. Copies of the endorsement(s) adding the CHA to Vendor’s policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Vendor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.

At the CHA’s option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Vendor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Vendor or its Subcontractors. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance.

The Vendor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above.

The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the Vendor and/or any of its subcontractors.