

Insurance Requirements for Armed Security Guard Services

NOTE: HARRP coverage excludes all claims arising from the activities of armed security guards. Coverage, if required, must be individually obtained outside of HARRP Membership.

Guard Service shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Guard Service, its agents, representatives, or employees.

Only trained and licensed security guard employees will be used to fulfill the duties required under this contract.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property or transporting residents or participants*].
4. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance for armed security guards.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage **which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the Authority will be named as an Additional Insured on the policy, and all sections within this exhibit will also apply to that coverage.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance for armed security guards: limit not less than \$3,000,000 general aggregate.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers, or the Guard Service shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Guard Service, including all work and services to be performed in accordance with the terms of the security agreement between the Authority and the Guard Service; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Guard Service.
2. The Guard Service's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Guard Service's insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Guard Service.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Guard Service must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Guard Service shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Guard Service to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Since the Authority is contracting for professional services of an armed security guard firm, sub-contractors will not be permitted under this contract.