

## Portland Water District Supplemental Terms & Conditions

### Insurance

- 1) General Requirements:
  - a) The vendor shall file appropriate Certificates of Insurance with the DISTRICT. All Certificates of Insurance shall provide that notice shall be given to the DISTRICT at least thirty (30) days prior to the expiration or termination of any insurance and shall name the DISTRICT as an additional insured. This notice shall be in writing.
  - b) All Certificates of Insurance provided to the DISTRICT shall be issued by companies licensed and registered to do business in the State of Maine.
  - c) All Certificates of Insurance coverage shall be delivered to the District prior to the work commencing.
  - d) Prior to the expiration date of any insurance, the vendor shall furnish to the DISTRICT a certificate showing the insurance then maintained by or on behalf of the vendor pursuant to these requirements.
  
- 2) Specific Coverage. Insurance to be carried by the vendor shall, as a minimum, include:
  - a) Commercial general liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 and \$2,000,000 aggregate to include completed operations coverage. The DISTRICT must be named additional insured on this insurance. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
  - b) Automobile liability insurance, including but not limited to, coverage for owned, non-owned, and hired vehicles with limits of not less than \$500,000 per occurrence. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
  - c) Workers' Compensation Insurance providing statutory benefits, in each case as required by law. The vendor shall also require that all subcontractors carry this same insurance with the same limit.
  - d) Other insurance appropriate to the work, e.g.: Diving, Aircraft, Umbrella, Professional, Environmental Impairment.

### Indemnification

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless **PWD**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

### Idling Policy

PWD has adopted a Vehicle Idling Policy which applies to contractor as well as PWD owned vehicles. The policy may be viewed/printed from [http://www.pwd.org/account/terms/idling\\_policy.php](http://www.pwd.org/account/terms/idling_policy.php)

Vendor -

I have read and agree with the above:

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Return a signed copy of this page to: Paul Cereste, Portland Water District, PO Box 3553, Portland, ME 04104-3553**