

## City of Hartford

### Construction Insurance Requirements

Document 1007 rev. 6/4/12

#### **Insurance: (Scope and Limits)**

Note: The term "City of Hartford" or "City" is to be taken to mean "City of Hartford and the Hartford Board of Education when the project includes work for the Board of Education.

At least ten days before the Contract is executed and prior to commencement of work thereunder, the Contractor will be required to file with the Purchasing Agent a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the Purchasing Agent and in an acceptable form. The policy shall name the City of Hartford as Additional Insured and state that, with respect to the award, the Contractor carries insurance in accordance with the following requirements:

- 1) Commercial General Liability: With respect to the operations he performs and also those performed by him for sub-contractors, the contractor shall carry Commercial General Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. Additionally, when necessary because of the scope of the project, the policy shall include explosion, collapse and underground coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employers' Liability: With respect to all contractor operations and all those performed for him by sub-contractors, the contractor shall carry statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.
- 3) Owners and Contractors Protective Liability Insurance: With respect to the operations the contractor performs, the contractor shall carry for and in behalf of the City of Hartford an Owners and Contractors Protective Liability insurance policy for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident an aggregate limit of \$2,000,000 for all damages arising out of injury or destruction of property during the policy period.
- 4) Automobile Liability: The operation of all motor vehicles, including those owned, hired or non-owned, used in connection with the contract shall be covered by Automobile Liability insurance in the amount of not less than \$1,000,000 for all damages arising out of any one accident or occurrence. If a vehicle is not used in execution of this contract then automobile coverage is not required.
- 5) Builders' Risk Insurance: At its sole cost and expense, the contractor shall carry Builders' Risk insurance including but not limited to, Fire, Vandalism, Theft, Lightning, Wind and All risk coverage in the amount of the estimated value of improvement to the existing structure and/or new building, but, at a minimum, no less than the value of the contract. Such insurance should include coverage for materials stored on the site but not yet made a permanent part of the structure and property in transit. All deductibles or retentions will be the sole responsibility of the contractor. The City of Hartford is listed as a Loss Payee on the coverage.

6) Pollution Liability: For operations involving a risk of environmental pollution, contractors shall provide Contractor's Pollution Liability coverage for Bodily Injury, Property Damage and Clean-up cost arising from pollution conditions caused by the operations of the contractor for limits of \$1,000,000. Coverage may be on a claims-made form and should include contractual liability coverage for claims arising out of liability of sub-contractors and non-owned disposal site coverage.

7) Railroad Protective Liability: When the contract involves work on or under the right of way of any railroad company and the railroad company requires evidence of coverage, the Contractor shall furnish evidence to the City that with respect to operations performed by him or for him by subcontractors, he carries Railroad Protective Liability insurance providing for a limit of not less than \$2,000,000 per occurrence and \$6,000,000 policy aggregate.

### **Insurance Provisions**

1) The City of Hartford shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the City.

2) Contractor shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the City/Board of Education with regard thereto.

3) The contractor's insurers shall have no right of recovery or subrogation against the City. The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall be excess and non-contributory to the contractor's insurance.

4) Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Purchasing Agent by certified mail at least thirty (30) days in advance of any termination of or any change in the policy. No change shall be made without said prior notice and without prior written approval of the Purchasing Agent

5) Claims: Each insurance policy, shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.

6) Compensation: There shall be no direct compensation allowed to the Contractor on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.

7) Waiver of requirements: The Purchasing Agent, may vary the above requirements in his/her sole discretion; if he/she determines that the City's interests will be adequately protected without meeting all stated requirements.

8) Except for Pollution Liability, "Claims Made" coverage is unacceptable. All coverage is to be written on an "Occurrence" policy form.

9) Unless requested otherwise by the City of Hartford, the Contractor and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City. The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

10) Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.