

GENERAL INSURANCE REQUIREMENTS

Rev. 030494, Express Request Doc. #1007

INSURANCE:

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

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to file with the Corporation Counsel a certificate of insurance, executed by an insurance company satisfactory to the Corporation Counsel and in a acceptable form. The policy shall name the City of Norwalk as additional insured parties and state that, with respect to the award, the Contractor carries insurance in accordance with the following requirements:

1. Worker's Compensation Insurance: With respect to all operations he performs and all those performed for him by SubContractors, the Contractor shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

2. Contractor's Public Liability and Property Damage Insurance: With respect to the operations he performs and also those performed for him by SubContractors, the Contractor shall carry regular Contractor's Public Liability insurance providing for a total limit of one million dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of one or more persons in each occurrence, and regular Contractor's Property Damage Liability insurance providing for a limit of not less than one million dollars (\$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, a total (or aggregate) limit of two million (\$2,000,000) dollars for all damages arising out of injury to or destruction of property during said period.

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability insurance in the amounts of (a) not less than one million (\$1,000,000) dollars for all damages arising out of bodily injuries to or death of one person, and subject to that limit, for each person, a total aggregate limit of two million dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence and (b) not less than five hundred thousand (\$500,000) dollars for all damages arising out of injury to or destruction of property in any one accident or occurrence.

3. Protective Liability Insurance for and in the name of the City of Norwalk: With respect to the operations the Contractor performs and also those performed for him by SubContractors, the Contractor shall carry for and in behalf of the City of Norwalk:

(a) regular Protective Public Liability insurance providing for a total limit of one million (\$1,000,000) dollars for all damages arising out of bodily injuries to or death of one or more persons in each occurrence; and

(b) regular Protective Property Damage Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars 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 a total (or aggregate) limit of two million (\$2,000,000) dollars for all damages arising out of injury to or destruction of property during the policy period.

Unless requested otherwise by the City of Norwalk, 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.

4. Contractual Liability Insurance: The Contractor shall provide insurance which shall at all times indemnify, defend and save harmless the City of Norwalk, the Norwalk Board of Education, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation and expenses including counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said City, Board of Education, or of the Contractor, his SubContractors, or material men, and from all other personal injuries (including death) or damage to property, real or personal caused in whole or in part by the acts, omissions, neglect of the Contractor, its agents, servants, SubContractors or employees including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials on constructing the work, by Contractor, SubContractor, materials supplier, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date ordered to start work until the completion as certified by the Department.

Unless requested otherwise by the City of Norwalk, the Contractor and his insurer shall waive governmental immunity as a defense and shall not use the defense of government 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.

5. RAILROAD'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:

When the Contract involves work on, over or under the right of way of any railroad company, the Contractor shall furnish evidence to the City that, with respect to the operations performed for him by the SubContractors, he carries in his own behalf regular Contractor's Protective Public Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of three million (\$3,000,000) dollars for all damages

arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and regular Contractor's Protective Property Damage Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars 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, a total or aggregate limit of two million (\$2,000,000) dollars for all damages arising out of injury to or destruction of property during the policy period.

When the Contract involves work on, over or under the right of way of any railroad company, and such railroad line is a passenger line, the Contractor shall carry, with respect to the operations he performs and also those performed for him by SubContractors for and in behalf of the railroad company, regular Protective Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

The Contractor shall also carry regular Protective Property Damage Liability insurance providing for a limit of not less than five hundred thousand \$500,000 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, a total (or aggregate) limit of one million (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period. The original of this policy shall be filed with the Chief Engineer of the railroad company.

7. BLASTING: When explosives are to be used in the prosecution of the work, the insurance required under paragraph 2, 3, 5 and 6 above shall also contain provisions for protection in the amounts stated, against damage claims due to such use of explosives.

8. TERMINATION OR CHANGE OF INSURANCE: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Corporation Counsel 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 prior written approval of the Corporation Counsel.

The Contractor shall keep all the required insurance in continuous effect until the date the Department indicates the termination of the Contractor's responsibility, and shall be fully responsible for submitting all renewal certificates to the Corporation Counsel.

9. 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.

10. 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.

11. DEDUCTIBLE CLAUSE: Insurance Policies required under this section should not contain a deductible clause. In the event that such a deductible exists the Contractor shall be responsible for payment of the same.

12. WAIVER OF REQUIREMENTS: The Corporation Counsel, may vary the above requirements in his sole discretion; if he determines that the City's interests will be adequately protected without meeting all stated requirements.

Each bidder shall be required to submit with their bid, a Certificate of Insurance showing that they have the minimum insurance requirements listed below. The insurance must be furnished by insurance companies with an "A" rating, as published in the most recent edition of Best Insurance Key Rating Group and authorized to do business in the State of Connecticut.

The liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty day written notice to the City by registered mail prior to any modification, cancellation, non-renewal or other change in coverage.

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.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are cancelled, it will be the responsibility of the contractor to furnish to the City a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage.

The minimum coverage required is:

A. Worker's Compensation - Statutory limits - Employer's Liability \$100,000.00 limits.

B. General Liability in a comprehensive form with a minimum limit of \$500,000.00 C.S.L. and \$1,000,000.00 aggregate, including:

1. Premise - operations
2. X.C.U.
3. Blanket contractual
4. Products - completed operations

5. Broad form property damage
6. Independent contractors & subcontractors
7. Personal injury

C. Motor Vehicle Liability in a comprehensive form with a minimum limit of \$500,000.00 C.S.L., including:

1. Owned vehicles
2. Hired vehicles
3. Not owned vehicles

In the event that the specified project involves construction, installation or maintenance repair, the contractor's insurance policy must maintain a Completed Operation Policy in force for a period of two years beginning on the date of final acceptance.

In the event that the specified project involves the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the contractor's insurance policy must provide Environmental Impairment Liability with a minimum single occurrence limit of \$1,000,000.