

City of Hartford – Minimum Insurance Requirements

****Revision 07/01/2022 for any NEW contract and at renewal and/or extension for any EXISTING contract****

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the **City of Hartford as an Additional Insured on a primary and non-contributory basis** to all policies except Workers Compensation. **All policies should also include a Waiver of Subrogation.** Insurance shall be written with carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"–VIII. The City's Risk Manager may waive certain provisions or increase liability limits at his or her discretion. In addition, all carriers are subject to approval by the City of Hartford and the Hartford Board of Education.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	Abuse & Molestation ⁽¹⁾	\$1,000,000
Auto Liability	Combined Single Limit	\$1,000,000
	Each Accident	
	Including Endorsements:	
	<ul style="list-style-type: none"> • MCS-90 ⁽²⁾ • Pollution Liability (CA9948) ⁽²⁾ 	
Umbrella ⁽³⁾ (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Pollution Liability ⁽⁴⁾	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Cyber Liability/ Data Breach ⁽⁵⁾	Each Incident	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability ⁽⁶⁾	Each Claim Or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance (COI) must be presented to the City of Hartford at contract issuance. Vendor agrees to provide replacement/renewal certificates prior to the expiration date of the policies. Email COI's to: COICompliance@Hartford.gov and reference your Program for quicker service.

Notes

- (1) If contractor/vendor will be working with children or serving youth under the age of 21 Abuse and Molestation coverage must be included.
- (2) If Pollution Liability is required, the MCS-90 & CA9948 endorsements must be included.
- (3) If minimums are not met, Excess with Follow Forms is required.
- (4) If Pollution exposure exists, Pollution Liability must be included.
- (5) If Cyber Liability exposure exists, Cyber/Data Breach must be included.
- (6) If Professional Liability exposure exists, Professional Liability must be included.

City of Hartford – Construction Services Insurance Requirements

Insurance Provisions

- 1) **Additional Insured:** The City of Hartford shall be named as Additional Insured on a primary noncontributory basis. The coverage shall contain no special limitations on the scope of protection afforded to the City.
- 2) **Deductibles:** Consultant 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) **Recovery and Subrogation:** The Consultant's insurers shall have no right of recovery or subrogation against the City. The Consultants 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 Consultant's insurance.
- 4) **Cancellation or Endorsement:** The Consultant shall provide notice to the City in advance of any termination of or any change in the policy. No change shall be made without said prior notice and without prior approval from the City.
- 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 Consultant 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 or City Risk Manager 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) **Policy Form:** Except for Pollution Liability and Professional Liability, "Claims Made" coverage is in unacceptable. All coverage is to be written on an "Occurrence" basis. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- 9) **Governmental Immunity:** Unless requested otherwise by the City of Hartford, the Consultant 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.
- 10) **Premium:** The Consultant shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
- 11) **Policy Period:** 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.