

City of Hartford – Construction Services Insurance Requirements

The insurance requirements referenced below are not for all contracts, please see RFP for insurance requirements

Document #1007 Revision 1/1/2020

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 on a primary and noncontributory basis on all policies except Workers Compensation and Professional Liability, all policies should include a waiver of subrogation, 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 with a minimum limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$1,000,000 per project aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, Owners Contractive Protective Liability Insurance is required with respect to the operations the contractor performs, the contractor shall carry for and on 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, and aggregate limit of \$2,000,000 for all damages arising out of injury or destruction of property during the policy period. If contractor will be working or serving youth under the age of 21 Abuse and Molestation coverage must be included with a \$1,000,000 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 \$1,000,000 each accident, \$1,000,000 Policy Disease Limit, \$1,000,000 each employee.

3) **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 with a minimum of \$1,000,000 combined single limit 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. If Pollution Liability is required Auto must include endorsements for MCS-90 and Pollution Liability (CA9948).

4) **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.

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5) **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 with a minimum limit 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.

6) **Railroad Protective Liability:** When the contract involves work within 50 feet of a railroad 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.

7) **Excess Liability:** Contractor shall provide follow form Excess Liability coverage with minimum limits of \$1,000,000 per Occurrence and \$1,000,000 Aggregate.

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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.