

INSURANCE

At no additional cost to the City, the Contractor shall purchase and maintain such insurance as set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this agreement, whether such obligations are the Contractor's or Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.

The Contractor's General Liability Insurance policies shall be endorsed to add the City of Waterbury as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. 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. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims "Tail Coverage" shall be available for at least 60 months.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

- A. **General Liability Insurance:** \$ 1,000,000 per occurrence,
\$ 2,000,000 per occurrence
- B. **Automobile Liability Insurance:** \$ 1,000,000 combined single limit (CSL)
- C. **Workers' Compensation:** \$ 500,000
- D. **Excess Liability Insurance:** \$ 2,000,000 aggregate
- E. **Professional Liability:** \$ 1,000,000 [engineering contracts only]
- F. **Excavation Bond:** \$ 5,000

Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut and having an "A" Best's Rating as shown in the most current "A.M. Best Company Ratings".

- A. **General Liability Insurance:** Providing coverage to protect the City for all damages arising out of bodily injuries, sickness, or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. **Automobile Liability Insurance:** Providing coverage to protect the City with respect to claims for damage, bodily injury, and/or property damage arising out of ownership, maintenance, operation, use, or loading/unloading of any owned or non-owned vehicle
- C. **Workers' Compensation:** Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and invoice offset the Contractor's invoices of said insurance.

Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

Certificates of Insurance: Prior to the execution of this agreement, the Contractor shall furnish to the City of Waterbury, Office of the Corporation Counsel, subject to the approval of the risk manager, certificate(s) of insurance verifying the coverage's, including the naming of the City of Waterbury, as follows: "The City of Waterbury, it's public officials and its employees and any person acting under, through or for them are listed as additional insured as their interest may appear." The Work Order Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of more than 30 days has been mailed to the Office of the Corporation Counsel, 236 Grand Street, Waterbury, CT 06702.