

CITY OF HUNTINGTON

INSURANCE REQUIREMENTS

CONTRACTORS

The Contractor shall not commence work until it has obtained all the insurance required as follows and such insurance has been approved by the Department of Engineering.

1) Policies & Coverage.

i) The Contractor shall obtain and maintain for the term of the Contract the following policies and coverage:

- (a) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Coverage shall include premises-operation, product completed operations; include coverage for explosion, collapse and underground work.
- (b) Business Automobile Liability Insurance, on occurrence basis, covering owned, hired, and non owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability, Such insurances shall include coverage for uninsured and underinsured motorists.
- (c) Worker's Compensation including Employers Liability Insurance, as required by law.
- (d) Course of Construction Insurance, covering all risk of loss, maintained at one hundred percent of the completed value based on the insurable portion of the work, including materials at the project site, stored off the project site, and in transit. The insurable portion of the work is ninety percent of the Contract amount unless adjusted by the Supplementary General Conditions.

ii) The Contractor may also be required to obtain and maintain the following policies and coverage:

- (a) Environmental Impairment Liability Insurance, should the work involve hazardous materials, such as asbestos, lead fuel storage tanks, and PCB's.
- (b) Other Insurance, by agreement between the City and the Contractor.

2) Verification of Coverage. The Contractor shall submit certificates of insurance and separate letters and endorsements to the policies of insurance required by the Contract to the Department of Engineering as evidence of the insurance coverage, naming the City of Huntington in its employees, agents, volunteers, and assigns as additional

insured for the duration and purpose of the event(s) being held. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation or modification of coverage without thirty (30) days written notice to the City. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as complete. The City reserves the right to require the Contractor to furnish the City complete, certified copies of all required insurance policies.

3) Insurance Provisions. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- i) For the general and automobile liability policies, the City of Huntington, its officers, employees, representatives, volunteers, and agents are to be covered as additional insured.
- ii) For any claim related to the work, the Contractor's insurance coverage shall be primary insurance with respect to the City of Huntington, its officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the City of Huntington its officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii) Each insurance policy required shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Huntington.
- iv) The City of Huntington, its officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- v) Course of construction coverage shall contain the following provisions:
 - (a) The City shall be named as loss payee; and
 - (b) The insurer shall waive all rights of subrogation against the City.

4) Amount of Insurance

- i) For all projects other than those involving hazardous materials, the insurance furnished by Contractor shall provide coverage in amounts not less than the following, unless a different amount is stated in the contract documents:
 - (a) Comprehensive or Commercial form General Liability Insurance, Limits of Liability:
 - \$2,000,000.00: General Aggregate;
 - \$1,000,000.00: Each Occurrence-combined single limit for bodily injury and property damage.
 - (b) Business Automobile Liability Insurance, Limits of Liability:
 - \$1,000,000.00: Each Accident combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

- (c) Workers Compensation: Limits as required by law with employers liability limits of \$1,000,000.00.
 - (d) Course of Construction Insurance: 100% of the completed value of all the work.
 - (e) Umbrella Liability Insurance: \$2,000,000.00.
- ii) For projects involving hazardous materials, or the potential for pollution (example: pollution of groundwater, streams, etc) only the Contractor and its hazardous materials subcontractor(s) shall provide coverage in amounts not less than the following, unless a different amount is stated in the contract documents:
 - (a) Comprehensive or Commercial form General Liability Insurance, Limits of Liability:
 - \$10,000,000.00: General Aggregate;
 - \$ 5,000,000.00: Each Occurrence, combined single limit for bodily injury and property damage.
 - (b) Business Automobile Liability Insurance, Limits of Liability:
 - \$1,000,000.00: Each Accident, combined single limit for bodily injury and property damage to include uninsured and underinsured motorists coverage.
 - (c) Hazardous material transporter services must also have:
 - MCS-90 endorsement;
 - Sudden & Accidental Pollution endorsements Limits of Liability: \$2,000,000.00 Each Occurrence; and \$2,000,000.00 General Aggregate.
 - (d) Workers Compensation: Limits as required by law with employers Liability limits of \$1,000,000.00.
 - (e) Course of Construction Insurance: 100% of the completed value of all the work.
 - (f) Pollution Liability Insurance, Limits of Liability:
 - \$10,000,000.00: General Aggregate;
 - \$ 5,000,000.00: Each Occurrence, combined single limit for bodily injury and property damage, including clean up costs.
- 5) General Contractor and/or Hazardous Material (Pollution) Contractor shall name the City of Huntington as additional insured on both the general liability and the pollution liability insurance policies and shall remain named for a period of 2 years after the completion of the project.
 - i) The Contractor may also be required to obtain and maintain the following policies and coverage:
 - (a) Environmental Impairment Liability Insurance, should the work involve hazardous materials, such as asbestos, lead fuel storage tanks, and PCB's or the potential for pollution of groundwater, natural waterways, or any other pollution potential the City thinks may arise.

(b) Other Insurance, by agreement between the City and the Contractor.

- 6) Acceptability of Insurers shall be licensed by the State of Indiana to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the City.
- 7) Subcontractor's Insurance. Contractor shall ensure that its subcontractors are covered by insurance of the types and the amounts required hereby. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as described above.
- 8) Miscellaneous.
 - i) Any deductible under any policy of insurance required hereby shall be Contractor's liability.
 - ii) Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.
 - iii) In the event the Contractor does not comply with these insurance requirements, the City may, at its option, provide insurance coverage to protect the City. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
 - iv) If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for all damages including the City's reasonable attorney fees.
 - v) The Contractor's obligations to obtain and maintain all required insurance are nondelagable duties under this Contract.