TOWN OF WILLINGTON
INSURANCE REQUIREMENTS

1. CONTRACTOR'S INSURANCE REQUIREMENTS

Prior to commencing work, the Contractor shall provide proof of insurance of the types and for the limits specified below, which insurance shall be maintained in full until final completion, acceptance of the work and the expiration of the guarantee period provided for in the Bid Documents. Said insurance shall be procured and maintained to protect the Contractor and thereby the Owner from all claims and liability for damages resulting from bodily injury, death and property damage which may arise from operations under the Bid Documents, whether such operations be conducted by the Contractor, the Contractor's agents, representatives, employees or subcontractors. All insurance costs pursuant to this section shall be the Contractor's responsibility and shall be included in the Contractor's bid.

Pre-approved Policy Forms for particular coverages, where stated, are for the convenience of the Contractor. However, any policy for a coverage with a stated Pre-approved Policy Form shall provide equivalent or greater coverage than that obtained under such Pre-approved Policy Form.

The following constitute the minimum acceptable insurance as to coverage and limits:

A. Workmen's Compensation and Employer Liability Coverage:

(1) Limits: Worker's Compensation limits and employer's liability limits as follows:

(a)	Bodily Injury: each accident	$1,000,000.00
(b)	Injury by Disease: each employee	$1,000,000.00
(c)	Injury by Disease: policy limit	$1,000,000.00

(2) Pre-approved Policy Form: None

(3) Required Endorsements:

(a) Insurer shall agree to waive all rights and subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner

(b) Such policies shall be endorsed to state the coverage, shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except for sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

B. Automobile Liability Coverage:

(1) Minimum Limits: $ l,000,000.00 combined single limit per accident for bodily injury and property damage.

(2) Required Endorsements:

(a) The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers. The Insurance Certificate must state "ADDITIONALLY INSURED - TOWN OF WILLINGTON".

(b) The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials employees or volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.

(c) Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.

(d) The Contractor's insurance shall apply separately to each insured against the insureds liability.

(e) Such policy shall be endorsed to state the coverage shall not be suspended, voided, canceled by other party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

C. Comprehensive General Liability:

General Liability Policies shall cover the following hazards; Premises/Underground Explosion and Collapse Hazard; Products / Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury; and Blasting / Explosion where blasting is contemplated under the Bid Documents.

(1) Minimum Limits: $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.

(2) Required Endorsements:

(a) See Section B-2.

D. Acceptability of Insurers:

Insurance is to be placed with insurers with a Bests' rating of no less than B+VII, and which insurers are licensed in Connecticut. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current “White List” of the Connecticut Insurance Department)

E. Verification of Coverage:

The Contractor shall furnish the Owner with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be designed by a person authorized by that insured to buy coverage on its behalf. The certificates and endorsements are to be on forms required or approved by the Owner and are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time. The certificates and endorsements for each insurance policy shall be filed in triplicate with the Engineer before operations are begun. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial policies or coverage's.

F. Subcontractors:

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, agents and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. In no event shall the existence of a deductible reduce the obligation of Contractor to provide indemnity to the Owner on a "first dollar" basis.

2. INSURANCE TO BE PROVIDED BY CONTRACTOR FOR THE BENEFIT OF OWNER

(1) Prior to commencing work, the Contractor shall provide for the benefit of the Owner, a policy commonly known as "Owner's Protective Liability Policy" naming the Owner as the sole insured, which policy shall be maintained in full until final completion, acceptance of the work and expiration of the guarantee period provided for in the Bid Documents. Said policy shall not contain minimum liability limits of less than $1,000,000.00.

(2) In the event that the Contractor is unable to procure said policy on behalf of the Owner with said minimum limit of liability, the Owner may, in its sole discretion, approve one or more of the following:

(a) The Owner may waive the requirement of obtaining said policy if the underlying General Liability Policy required in Paragraph l.C above sets forth one or both of the following as liability limits:

[1] A second aggregate limit on all other losses payable by the policy that is twice the multiple of the pre-occurrence limit; or

[2] A separate aggregate limit for the work set forth in the Bid Documents in the minimum amount of $2,000,000.00.

(3) Indemnity:

The Contractor shall indemnify and save harmless the owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said contractor, or his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized, to maintain and pay for such insurances contingent liability under the Bid documents, and the Owner's right to enforce against the Contractor any provisions of this article shall be contingent upon full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

(4) Additionally Insured:

The Town of Willington and its agents must be named as additional insured on the policy.

(5) Proof of Insurance:

Proof of insurance must be submitted with proposals.

(6) Cancellation of Insurance:

The insurance document shall state that the Town of Willington will be notified of any changes or cancellation.

*** END OF SECTION ***