

CONSTRUCTION CONTRACTS INSURANCE

Insurance Requirements – Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance - Coverage types shall include and be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, with limits no less than **\$5,000,000** per occurrence for bodily injury, property damage, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Ohio, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers ‘ Compensation, Employers’ Liability coverage must be endorsed on the Commercial General Liability policy.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits no less than the completed value of the project and no coinsurance penalty provisions.
 - a. Such coverage shall **name the City of _____ as Additional Insured and Loss Payee** as its interests may appear.
 - b. Builder’s Risk Insurance will not be required for contracts for improvement of streets, installation of water mains and sewer lines, and other jobs of like nature.
 - c. At the option of the City, Builder’s Risk Insurance may be waived if the project does not involve new or major reconstruction.
 - d. When Builder’s Risk Insurance is not required, at the option of the City, the Contractor may be required to obtain a Property Installation Floater that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity’s site.

5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Claims Made coverage is permissible.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Claims Made Coverage is permissible.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City

Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions - The policies are to contain or be endorsed to contain, the following provisions:

1. **Additional Insured:** "The City of _____, its officials, agents, employees and volunteers" shall be named as Additional Insureds on the Commercial General Liability and Automobile Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
 - a. To provide appropriate Additional Insured coverage for general liability, including liability arising out of the products-completed operations hazard, Contractor agrees to use the following endorsement(s), or similar endorsements providing equal or broader Additional Insured coverage:
 - i. ISO Form CG 20 10 11 85, OR if later revisions are used;
 - ii. ISO Form CG 20 10 10 01 AND ISO Form CG 20 37 10 01.
2. **Primary Coverage:** For claims related to this project, the Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits

required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.

Claims Made Policies - If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Waiver of Subrogation – Contractor hereby agrees to secure endorsements necessary to waive all rights of subrogation which any insurer of Contractor may acquire against the City, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the City.

Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage - The Contractor shall furnish the City with **Certificates of Insurance** and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the City before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificate of Insurance – The certificate of insurance shall contain the following language: "The City of _____, its officials, agents, employees, and volunteers are Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess."

Non-renewal, Cancellation, or Material Change of Coverage. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, **Contractor agrees to notify the City** by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

Contractor's and Subcontractor's Insurance - The Contractor shall not commence work under this Contract until they have obtained the insurance required herein, nor shall the Contract permit any Subcontractor to commence work on their subcontract until the insurance required of the Subcontractor has been so obtained. Contractors shall require and verify that all subcontractors or anyone performing work for the City maintain insurance meeting all of the requirements stated herein including the requirement to name the City, its officials, agents, employees and volunteers as Additional Insureds on Commercial General Liability coverage for both ongoing operations and completed operations beyond project completion date.

Special Risks or Circumstances – City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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