

INSURANCE REQUIREMENTS AT NEW HAVEN PARKING AUTHORITY FACILITIES
EXCEPT UNION STATION - CONTRACTORS

A. The following shall be included as additional named insured on all insurance certificates to the extent allowed by law: the New Haven Parking Authority/Park New Haven, the City of New Haven, and their respective employees, officers and agents. NHPA reserves the right to add entities to this list.

B. Indemnify and save harmless those listed in paragraph “A” above and their respective officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Contractor and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Contractor and/or any of its subcontractors of any of the covenants and/or specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

C. With respect to the operations performed by the Contractor under the terms of this Agreement and also those performed for the Contractor by its subcontractors, the Contractor will be required to carry for the duration of this Agreement, and any supplements thereto, with the required additional named insured, the minimum liability insurance coverage noted in items “C(1)” through “C(7)” at the Contractor's expense. Said coverage is to be provided by an insurance company or companies satisfactory to the New Haven Parking Authority and other Authorities Having Jurisdiction. Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) The Contractor and its subcontractors shall carry **Worker’s Compensation and Employers’ Liability Insurance** and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Worker’s Compensation Act, and in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States with the following limits: Workers Compensation with Statutory Limits and Employers’ Liability \$1,000,000/\$1,000,000/\$1,000,000 Limits.

(2) If working for NHPA directly, the Contractor shall provide and maintain **Builder’s Risk Insurance**, in an amount equal to or greater than the dollar value of the construction contract.

(3) If working for NHPA directly, the Contractor will be required to carry, for and in behalf of those listed in paragraph “A” above with respect to Work performed by the Contractor and/or subcontractors for this Project, **Owners' Protective Liability Insurance** providing for a limit of not less than One Million Dollars (\$1,000,000) Each Occurrence and Two Million Dollars (\$2,000,000) Aggregate.

(4) The Contractor and its subcontractors shall carry **Commercial General Liability Insurance, including Contractual Liability Insurance**, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any

one incident or occurrence, and for all damages arising out of injury to or destruction of property in any one incident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(5) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by **Automobile Liability Insurance** providing for a limit of One Million Dollars (\$1,000,000) Combined Single Limit.

(6) **Umbrella/Excess Liability** with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate.

(7) In the event the performance of this Agreement involves environmental exposures as part of the scope of work, environmental insurance coverage shall also be required.

In the event the construction contract involves environmentally regulated substances or hazardous material exposure(s), the Contractor and/or their subcontractors shall provide **Contractor's Pollution Liability Insurance** with respect to the work and activities of the Contractor and/or their subcontractors, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall have limits of liability specifically written for this contract in the amount of at least \$5,000,000. The Contractor and/or their subcontractors shall comply with all federal, state, and/or local laws, rules and regulations and shall obtain any additional coverage required by federal, state, or local government agencies. The Contractor's Pollution Liability Insurance shall be in effect from the time the New Haven Parking Authority permits the work relating to the Hazardous Substances or other environmentally regulated substances and materials to begin through the completion of the work.

D. Policy Requirements: The company or companies writing any insurance which the Contractor and its Subcontractors are required to carry and maintain or cause to be carried or maintained pursuant to this Agreement shall name the New Haven Parking Authority/Park New Haven, the City of New Haven, and their respective employees, officers and agents as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. **All policies shall also include a Waiver of Subrogation.** Insurance shall be written with Carriers approved in the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company. In addition, all Carriers are subject to approval by the New Haven Parking Authority/Park New Haven.

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.

E. Insurance Certificates: Original, completed Certificates of Insurance must be presented to the New Haven Parking Authority/Park New Haven, 232 George Street, New Haven, CT 06510 prior to contract issuance. Contractor agrees to provide renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the New Haven Parking Authority/Park New Haven.