

NEW HAVEN PARKING AUTHORITY
INSURANCE REQUIREMENTS FOR CONTRACTORS

- A. The following shall be listed as additional insureds to all policies on a primary and non-contributory basis for all insurance coverages required as set forth below, to the extent allowed by law: the New Haven Parking Authority/Park New Haven, the City of New Haven, the State of Connecticut, and their respective officers, representatives, agents, servants, employees, successors and assigns. NHPA reserves the right to add entities to this list.
- B. With respect to the operations performed by the Contractor and those performed for the Contractor by its subcontractors, the Contractor shall carry, and/or require its subcontractors to carry, for the duration of the Contract, with the required additional insureds, the minimum liability insurance coverage set forth in the following items “B(1)” through “B(8)” at the Contractor’s expense:
1. **Worker’s Compensation and Employers’ Liability Insurance** as required by the laws of the State of Connecticut: Workers Compensation with Statutory Limits and Employers’ Liability with policy limit amounts not less than:
 - a. \$1,000,000 Each Accident (bodily injury by accident);
 - b. \$1,000,000 Disease – Policy limit (bodily injury by disease); and
 - c. \$1,000,000 Disease – Each Employee (bodily injury by disease).

When work is to be performed over or adjacent to navigable water, each Workers’ Compensation policy shall contain the U.S. Longshoreman’s and Harbor Workers’ Act endorsement with the limits in accordance with the laws of the United States.

2. **Builder’s Risk Insurance (**unless otherwise specified, this relates to NHPA Construction Contracts ONLY**):** in an amount equal to or greater than the dollar value of the construction contract. The New Haven Parking Authority shall be named as Loss Payee. The City of New Haven (and, as applicable, the State of Connecticut) shall be listed as additional insureds.
3. **Owners’ Protective Liability Insurance (**unless otherwise specified, this relates to NHPA Construction Contracts ONLY**):** for the benefit and in the name of the New Haven Parking Authority with policy limit amounts of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.
4. **Commercial General Liability Insurance, including Contractual Liability Insurance,** for all damages arising out of bodily injuries to, or death of, all persons and/or out of injury to, or destruction of, property, with policy limit amounts not less than the following One Million Dollars (\$1,000,000) each occurrence, and,

subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000).

5. **Automobile Liability Insurance** covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of bodily injuries to, or death of, all persons and/or out of injury to, or destruction of, property, providing a One Million Dollars (\$1,000,000) combined single limit.
6. **Umbrella/Excess Liability** (**unless otherwise specified, depending on the scope of work**) with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate. This Item B(6) shall be in addition to any umbrella/excess liability insurance that the Contractor may secure to satisfy the minimum limits required for Item B(4) Commercial General Liability and Item B(5) Automobile Liability Insurance using Umbrella Liability Insurance.
7. In the event the performance of any Contract involves **environmentally regulated substances or hazardous material exposure(s)**, 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 with limits of liability specifically written for such Contract in the amount of at least Five Million Dollars (\$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 date of written notice to proceed authorizing the work relating to the hazardous substances or other environmentally regulated materials and extend through the completion of the work.
8. In the event the performance of any Contract involves **construction or demolition work** performed by Contractor or its subcontractor(s) within fifty (50) feet of the railroad right-of way or State-owned rail property, with applicability determined by the State of Connecticut Department of Transportation, **Railroad Protective Liability Insurance** providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, including the State of Connecticut, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and (iv) any other party with an insurable interest. If such insurance is required by the State

of Connecticut Department of Transportation, the Contractor shall obtain (or require its subcontractor to obtain, as applicable) such insurance and submit evidence of the minimum coverage indicated above to the NHPA and the City prior to the commencement of the rail-related work and/or activities. The Contractor or its subcontractor, as applicable, shall maintain such coverage until the work and/or activities is/are accepted. The following railroads have insurable interests including Metro-North Commuter Railroad Company, Metropolitan Transportation Authority (MTA), National Railroad Passenger Corporation (AMTRAK), CSX Transportation, Inc. & New York Central Lines, LLC, Providence & Worcester Railroad Company (P&W), and Transit America Services Inc./Alternate Concepts Inc. A Joint Venture.

9. **Policy Requirements:**

- a. All insurance coverages shall be primary.
- b. All insurance policies shall be written by insurance company or companies satisfactory to the New Haven Parking Authority, as applicable, having a Financial Strength Rating of “A-” or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.
- c. Each insurance policy shall require that the insurance company agrees to investigate and defend the insured against all potential claims for damages, even if groundless.
- d. All insurance policies shall also include a Waiver of Subrogation.

10. If any insurance 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.

11. **Insurance Certificates:** The Contractor shall present original, completed Certificates of Insurance to the New Haven Parking Authority, 232 George Street, New Haven, CT 06510 prior to contract issuance. Contractor shall 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.