

**NEW HAVEN PARKING AUTHORITY**  
**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

- 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, 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 Consultant and those performed for the Consultant by its subconsultant(s), the Consultant shall carry, and/or require its subconsultant(s) 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 Consultant’s expense:

1. **Professional Liability Insurance** insuring against liability for professional services performed under this Contract in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate. This policy shall remain in full force and effect from the date of any Contract through the longer of the expiration of the statute of limitations for actions against professional service providers (inclusive of extended injury limitation) or three (3) years from the date of completion of work by the Consultant or its subconsultant. It is understood that no terms and conditions of such insurance policy may be changed except upon the prior written approval of NHPA, which approval shall not be unreasonably withheld. This policy shall also include **pollution and environmental impairment coverage**, if such insurance is applicable to the services performed by the Consultant or subconsultant under any Contract, in the minimum amount of Two Million Dollars (\$2,000,000). The Consultant or subconsultant may provide pollution and environmental impairment coverage as stand-alone policy rather than as part of this Professional Liability Insurance policy.
2. **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.

3. **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).

4. **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.
5. **Umbrella/Excess Liability** (**\*\*\*unless otherwise specified, depending on the scope of services\*\*\***) with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate. This Item B(5) shall be in addition to any umbrella/excess liability insurance that the Consultant may secure to satisfy the minimum limits required for Item B(3) Commercial General Liability and Item B(4) Automobile Liability Insurance using Umbrella Liability Insurance.
6. **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 claims for damages, even if groundless.
  - d. All insurance policies shall also include a Waiver of Subrogation.
7. 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.
8. **Insurance Certificates:** The Consultant shall present original, completed Certificates of Insurance to the New Haven Parking Authority, 232 George Street, New Haven, CT 06510 prior to contract issuance. Consultant 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.