

CERTIFICATE OF INSURANCE

This document certifies that the named Company has been issued the policies listed below, that these policies are written in accordance with State law and the Company's standard prices and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to the City of Torrington, upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date and that all deductible amounts are as indicated below. CONTRACTOR shall require CONTRACTOR's insurance carrier to add CITY and CITY's professional consultants and their agents as additional insureds under CONTRACTOR's general liability insurance policy with respect to services performed by CONTRACTOR for CITY. CONTRACTOR's insurance carrier shall acknowledge that the protection so extended shall be primary protection for CITY and CITY's professional consultants and their agents. All insurer's must have an **AM Best Rating of "A-VII"** or better.

1. Name of Insured _____

2. Address of Insured _____

3. Location and Description of Work _____

Project No. (as Applicable) _____

Insurance Requirements:

See the sample "**ACORD CERTIFICATE OF LIABILITY INSURANCE**" herein provided in these documents, for the limits of coverage required for this contract.

Policy shall also include the following endorsements:

(1) Each Contractor's policy shall include a Contractual "HOLD HARMLESS" endorsement and coverage as follows:

"The Contractor (and his subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and local Regulations including any and all amendments, revisions and additions thereto; and shall indemnify and save harmless the City, the Engineer, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same or from any improper methods, materials, implements or appliances used in performance of the work, or by or on account of any direct or indirect act or omission of the Contractor (or his subcontractors) or his employees or agents, and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the City or the Engineer may have directly or indirectly caused or contributed thereto".

(2) Manufacturers' and Contractors' Liability shall further include an endorsement stating:

"This policy shall cover owned, hired and non-owned equipment".

"Coverage for completed operations for both personal injury and property damage extended for the period of guaranty shall be covered under this policy. Manufacturers' and Contractors' Liability coverage includes liability for personal injury or damages as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations".

(3) Automotive Liability Insurance shall include an endorsement as follows:

"This policy shall cover owned, hired and non-owned vehicles".

(4) City's Protective Liability shall include an endorsement as follows:

"The Contractor and the Insurance Company waive governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or the defense of any suit, action or claim brought against the City".

(5) ALL POLICIES shall include: (a) endorsement of the work description, contract name, number and location; b) an endorsement that the Insurance Company will give at least thirty (30) days written notice to the City and the Engineer prior to any modification or cancellation of any such policy; (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/ or charges.

- b. Proof of Insurance: Before commencing any work under this Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the City, the Engineer and any others as may be specified in the Special Conditions under "INSURANCE", evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverage's and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions, and any non-standard exclusion endorsements for any required policies shall be attached to or be a part of the Certificate/Certificates of Insurance.

The Contractor must either include coverage for his subcontractors in his policy or submit similar Certificates of Insurance from each of his subcontractors before their work commences. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular work.

During the course of construction under this Contract, whenever there is a lapse in the insurance requirements as stated herein through cancellation, expiration, failure to renew, or any other cause, the City shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, the Engineer or other parties due to any delays caused thereby, nor shall it extend the completion time of the Contract.

- c. Approval/Disapproval of Insurance: Upon receipt of the Certificate(s) of Insurance or binders, the City will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall only be carried with financially responsible insurance companies, licensed in the State and approved by the City. All policies shall be kept in force until the Contractor's work is accepted by the City (unless otherwise specified). Insurance policies (covering all operations under this Contract or, if so noted, for extended operations) which expire before the Contractor's work is accepted by the City (or where noted for extended operations, through the period of guaranty) shall be renewed and evidence of same submitted to the City for its approval.

1. Unless requested otherwise by the City, if the City is the State of Connecticut or a Municipality, it is agreed that the above named insurance company waives governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City, and it is further agreed that the company will bill all premiums and audit charges earned under the protective liability policy to the above named contractor.

2. The Contractor shall at all times indemnify and save harmless the City, and their respective officers, agents, and employees, arising out of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said City, or of the Contractor, his subcontractors, or material men, or from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or be any other person or property, real or personal (including property of said City) caused in whole or in part by the acts, omissions, or neglect of the contractor including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in constructing the work of the contractor, any subcontractor, material man, or anyone directly employed by them or any of them while engaged in the performance of the contract, including the elapse time from the date ordered to start work or the actual start whichever occurs first until the completion, as described in the contract documents and certified by the City. Such insurance as is herein certified applies to all operations of the insured in connection with the work herein described at the locations stated.

In the event of any restrictive amendment to, any change in or cancellation of any one or more of said policies, the (Insurance Company) will give not less than thirty days written notice of such amendment, change, or cancellation to the party to whom the certificate is issued.

Dated this _____ day of _____, 200_____.

Ins. Co. _____ Auth. Agent _____

Address _____ Address _____

Original and two copies to be submitted to the City and another copy to be furnished to the named insured.