

**CITY OF STAMFORD**  
**PROVISION FOR REQUIRED INSURANCE**

**Engineering Design Services**

**West Main Street Bridge - Walkway Rehabilitation**

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, professional liability and workers' compensation, if applicable, during the term of this Agreement in amounts determined to be sufficient by the City's Risk Manager. The commercial general liability insurance policies shall contain minimum limits of liability of \$1,000,000 / 3,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Stamford, and its officers, agents and employees as additional insureds. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations, which shall be maintained for a period of not less than three years following completion of the work under the Agreement and personal injury and advertising liability.

The Consultant shall also maintain commercial automobile liability insurance, subject to minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The City of Stamford and its employees, agents and officers shall be designated as additional insureds.

The Consultant shall maintain professional liability insurance, which covers the services to be provided pursuant to the contract between the City of Stamford and the "Consultant". The minimum limit of liability shall be \$1,000,000 per claim or per incident and \$2,000,000 in the aggregate.

The Consultant further agrees to maintain at its own expense workers' compensation and employer's liability insurance, if applicable, which shall insure all employees of the Consultant. The workers' compensation insurance shall comply with all workers' compensation laws and regulations in the state of Connecticut. The employer's liability insurance shall contain limits of liability of not less than \$100,000 for each accident, disease each employee and disease policy limit.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period

for insurance claims (Tail Coverage) shall be available for at least sixty (60) months following termination of the services under the Agreement or termination of the Agreement, whichever is later.

The Consultant agrees to waive any right of claim against the City of Stamford and its employees, agents and officers for any losses, damages and expenses arising out of the services in the Contract between the City of Stamford and the Consultant. All insurance required hereunder shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers.

The insurance required hereunder shall be primary, and not excess, without any right of contribution by any insurance maintained by or on behalf of the City of Stamford.

The Consultant agrees to provide the Risk Manager for the City of Stamford with certificates of insurance prior to commencement of services under this Agreement and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee of the Consultant can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

<b>ABORD.</b>	<b>CERTIFICATE OF INSURANCE</b>
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<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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<b>COMPANIES AFFORDING COVERAGE</b>							
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;"><b>COMPANY A</b></td> <td>Name of Insurance Company</td> </tr> <tr> <td style="text-align: center;"><b>COMPANY B</b></td> <td>Name of Insurance Company</td> </tr> <tr> <td style="text-align: center;"><b>COMPANY C</b></td> <td>Name of Insurance Company</td> </tr> </table>	<b>COMPANY A</b>	Name of Insurance Company	<b>COMPANY B</b>	Name of Insurance Company	<b>COMPANY C</b>	Name of Insurance Company
<b>COMPANY A</b>	Name of Insurance Company						
<b>COMPANY B</b>	Name of Insurance Company						
<b>COMPANY C</b>	Name of Insurance Company						

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY (FOREIGN)</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE <b>\$3,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG <b>\$3,000,000</b>
	CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>				PERSONAL & ADV INJURY <b>\$1,000,000</b>
	<b>OWNER'S &amp; CONT PROT</b> Contractual Liability, Broad Form Property Damage, Broad form property damage				EACH OCCURRENCE <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> Contractual Liability coverage				FIRE DAMAGE (Any one fire) <b>\$50,000</b>
					MED EXP (Any one person) <b>\$10,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person) \$
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per Accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE \$
<b>GARAGE LIABILITY</b>					AUTO ONLY - EACH ACCIDENT \$
ANY AUTO					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
<b>EXCESS LIABILITY</b>					\$
UMBRELLA FORM					\$
OTHER THAN UMBRELLA FORM					\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS \$
	EMPLOYERS' LIABILITY				EACH ACCIDENT <b>\$500,000</b>
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT <b>\$500,000</b>
					DISEASE - EACH EMPLOYEE <b>\$500,000</b>
<b>C</b>	<b>Professional Liability</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<b>\$2,000,000</b>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**  
*City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance maintained by Contractor shall be primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation under all policies required hereunder apply to City of Stamford, and its employees, agents and officers.*

<b>CERTIFICATE HOLDER</b>  City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES
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