SECTION 007550 - INSURANCE REQUIREMENTS

PART 1 - GENERAL

1.1 CERTIFICATES OF INSURANCE

A. The Vendor, for the duration of this Agreement, and any such longer period as expressly provided below or required by law, must carry insurance to protect the interests of the Owner.

1. The Vendor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, excess/umbrella coverage and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the Owner.
2. The insurance limits and coverages set forth in this Section are the minimum requirements under the Agreement. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds (defined below) to the stated minimum coverage amounts in the event the Architect maintains coverage at higher limits. The liability insurance coverages shall be primary and non-contributory

B. Each policy held by a subcontractor of the Vendor under this Agreement shall provide the same coverage to the extent of such subcontractor's negligent acts or omissions.

C. Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the Owner and with a rating of A-VII or better by A.M. Best.

1. Such policies will contain a provision that coverages will not be changed, canceled, or non-renewed without at least thirty (30) days' prior written notice to the Owner.
2. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance.

D. Additional Insureds: Commercial General Liability, Comprehensive Automobile Liability and Umbrella/Excess Liability insurance policies shall name the Town of Sherman and the Sherman Board of Education (and such other parties, including any Architect, Construction Manager that may be selected by the Owner, as are specified by the Owner) (collectively, the "Additional Insureds") as Additional Insureds on a primary and non-contributory basis.

E. Certificates of Insurance: Certificates of insurance shall clearly indicate the Project name or some easily identifiable reference to the relationship to the Owner. Certificates of Insurance showing all required insurance coverages, thirty (30) day notice of cancellation and Additional Insureds, along with copies of additional insured endorsements, will be filed with the Owner on or before the earlier of the commencement of services or the execution of the Agreement.

1. The Vendor shall update such certificates throughout the duration of the period during which the Vendor is required to carry such insurance. At any time requested by the Owner, the Vendor will provide to the Owner a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

F. The Vendor shall provide written notification to the Owner of the cancellation or expiration of any required insurance.

1. The Vendor shall provide such written notice within five (5) business days of the date the Vendor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

G. The above insurance requirements and certificate(s) are subject to final approval by the Town's Insurance Agent as to form and substance and could require changes in the types of coverage and limits.

1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE

A. The Vendor shall maintain General Liability insurance at the following minimum limits:

1. Each Occurrence; $2,000,000.00.
2. General Aggregate; $4,000,000.00.
3. Products / Completed Operations Aggregate; $4,000,000.00.

1.3 AUTOMOBILE LIABILITY INSURANCE

A. The Vendor shall maintain Automobile Liability insurance at the following minimum limits.

1. Combined Single Limit Each Accident; $1,000,000.00.
2. General Aggregate: $1,000,000.00
3. Include coverage for all owned, hired, and non-owned vehicles.

1.4 UMBRELLA LIABILITY INSURANCE

A. The Vendor shall provide Commercial Umbrella Liability insurance at the following minimum limits.

1. Combined Single Limit Each Occurrence; $2,000,000.00.
2. Aggregate for Bodily Injury and Property Damage; $2,000,000.00.

1.5 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

A. The Vendor shall maintain Workers' Compensation and Employers' Liability insurance at the following amounts.

1. Workers Compensation, Statutory Limits for the State of Connecticut.
2. Employers' Liability Insurance:

   a. Bodily Injury Each Accident; $100,000.00.
   b. Bodily Injury by Disease Each Employee; $100,000.00.
   c. Bodily Injury by Disease Policy Limit; $500,000.00.

1.6 PROFESSIONAL LIABILITY INSURANCE

A. The Vendor shall provide Professional Liability insurance at the following amounts:

1. A combined single limit per occurrence; $2,000,000.00.
2. In aggregate; $2,000,000.00.

B. Each policy of Insurance, with the exception of Professional Liability and Worker's Compensation shall include a waiver of subrogation in favor of the Town of Sherman/Sherman Board of Education and shall provide no less than thirty (30) days notice to the Town/Board in the event of a cancellation of change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Sherman/Sherman Board of Education, the State of Connecticut and the selected Construction Manager as an additional insured.

C. Certificates of Insurance, acceptable to the Town of Sherman/Sherman Board of Education shall be delivered to the Town/Board prior to the commencement of the work and keep in force throughout the term hereof.

D. The above insurance requirements shall also apply to all sub-consultants and/or subcontractors to the Architect and the Architect shall not allow any sub-consultants and/or subcontractors to commence work until the sub- consultants and/or subcontractors insurance has been so obtained and approved.

E. The above insurance requirements and certificate are subject to final approval by the Town's Insurance Agent as to form and substance and could require changes in the types of coverage and limits.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 007550