

SECTION 007550 - INSURANCE REQUIREMENTS

PART 1 - GENERAL

1.1 CONTRACTOR'S INSURANCE COVERAGE

- A. The Contractor shall provide and maintain insurance coverage related to its services in connection with the Work in compliance with the following requirements.
- B. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, State and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town of Sherman, or the Sherman Board of Education from requiring additional limits and coverage to be provided under the Contractor's policies.
- C. The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

PART 2 - PRODUCTS

1.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

- A. The Contractor, 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.
- B. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, excess/umbrella coverage and builder's risk insurance to not less than the minimum limits as required in this Section, all at no cost to the Owner.
- C. 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 Contractor maintains coverage at higher limits. The liability insurance coverages shall be primary and non-contributory.

1.2 COMMERCIAL GENERAL LIABILITY INSURANCE

- A. With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a combined single limit of Two Million Dollars (\$2,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement.

- B. The Annual Aggregate limit shall not be less than Four Million Dollars (\$4,000,000).
- C. The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

- A. The Contractor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

1.4 WORKER'S COMPENSATION INSURANCE

- A. With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Liability Insurance as follows:
 - 1. Bodily Injury by Accident - \$100,000 Each Accident
 - 2. Bodily Injury by Disease - \$500,000 Policy Limit
 - 3. Bodily Injury by Disease - \$100,000 Each Employee

1.5 UMBRELLA LIABILITY INSURANCE

- A. The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

1.6 BUILDER'S RISK INSURANCE

- A. The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

1.7 ADDITIONAL INSURED

- A. 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 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.

1.8 CERTIFICATES OF INSURANCE

- A. 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. The Contractor shall update such certificates throughout the duration of the period during which the Contractor is required to carry such insurance. At any time requested by the Owner, the Contractor will provide to the Owner a copy of any of the aforementioned policies, and any endorsements or amendments thereto.
- B. 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.
- C. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any required insurance. The Contractor shall provide such written notice within five (5) business days of the date the Contractor 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.
- D. The above insurance requirements shall also apply to all subcontractors to the Contractor and the Contractor shall not allow any subcontractors to commence work until the subcontractors insurance has been so obtained and approved.
- E. 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.

1.7 ACCEPTABILITY OF INSURERS

- A. 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.
- B. 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. 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.

1.8 SUBCONTRACTORS

- A. The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, except for Builder's Risk insurance, unless Builder's Risk insurance is applicable to the Work performed by the subcontractors.

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02/09/2024

SHERMAN SCHOOL
EXISTING ROOF RECOVERY PROJECT

PART 3 - EXECUTION (Not Used)

END OF SECTION 007550