

## INSURANCE REQUIREMENTS

Insurance: The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its sub-contractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall be not less than the following:

1. Minimum required limits of liability:

(A) For jobs with an estimated contract cost of less than \$50,000

(1) Comprehensive Commercial General Liability, limits of at least:

a.	Bodily Injury, each occurrence	\$300,000
b.	Bodily Injury, each aggregate	\$500,000
c.	Property Damage, each occurrence	\$100,000
d.	Property Damage, aggregate	\$100,000
	(or in the alternative to a, b, c, d)	
e.	Bodily Injury and Property Damage Combined Single Limit	
	each occurrence	\$500,000
	and aggregate	\$500,000

(2) Automobile Liability Limits of at least:

a.	Bodily Injury, each person	\$300,000
b.	Bodily Injury, each occurrence	\$500,000
c.	Property Damage, each occurrence	\$100,000
	(or in the alternative to a, b, c)	
d.	Bodily Injury and Property Damage Combined Single Limit	
	each occurrence	\$500,000

(B) For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.

(1) Comprehensive Commercial General Liability of at least:

a.	Bodily Injury, each occurrence	\$1,000,000
b.	Bodily Injury, aggregate	\$1,000,000
c.	Property Damage, each occurrence	\$500,000
d.	Property Damage, aggregate	\$500,000
	(or in the alternative to a, b, c, d)	
e.	Bodily Injury and Property Damage Combined Single Limit	

each occurrence . . . . .	\$1,000,000
and aggregate . . . . .	\$1,000,000

- (2) Automotive Liability and Property Damage Insurance with limits of at least:
  - a. Bodily Injury, each person . . . . . \$1,000,000
  - b. Bodily Injury, each occurrence . . . . . \$1,000,000
  - c. Property Damage, each occurrence . . . . . \$1,000,000  
(or in the alternative to a, b, c)
  - d. Bodily Injury and Property Damage Combined Single Limit  
each occurrence . . . . . \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

- 2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its sub-contractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL 337 or its equivalent); and
- 3. **If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.**
- 4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
- 5. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
- 6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.
- 7. If the contract involves new construction, Contractor shall purchase and maintain an

Owner's and Contractor's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, Contractor, Subcontractors, and if applicable, Engineer, Engineer's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and,

Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by City prior to commencement of construction.