

CONTRACT - INSURANCE REQUIREMENTS

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph, nor shall the Contractor permit any Subcontractor to commence work on his Subcontract until he has obtained the insurance herein required.

- a. **Workmen's Compensation Insurance.** The Contractor shall procure and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees who engage in the work to be performed; and, in case any such work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.
- b. **Contractor's Public Liability and Property Damage Insurance.** The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in the amount of not less than \$1,000,000.00 on account of each accident; and, in an amount not less than \$1,000,000.00, each accident, for damage to property.
- c. **Owner's and Contractor's Protective Public Liability and Property Damage Insurance.** The Contractor shall procure and maintain during the life of this Contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance, in the name of the City, in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property. Such insurance shall include motor vehicle exposure and specific coverage by endorsement, which shall be described in the following manner:

"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers, and the like, occasioned by the Contractor's sub-surface operations."

d. **Subcontractor's Public Liability and Property Damage Insurance.**

The Contractor shall require each of his Subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

The Contractor shall require each of his Subcontractors to procure and maintain during the life of their subcontract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

e. **Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.**

(1) The Contractor shall procure and maintain during the life of this Contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000.00 for injuries, including death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident for damage to property.

(2) The Contractor shall procure and maintain during the life of this Contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject the same limit for each person, in an amount not less than \$1,000,000.00 for each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

PROOF OF CARRIAGE OF INSURANCE

The Contractor shall provide the City, at the time this contract is returned by him for execution, a **letter from the insurance carrier** (NOT the agent or agency) which refers to the certificate by number and states that notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, together with an **Earlier Notice of Cancellation endorsement** which describes the notice the City of Livonia will receive prior to any change or cessation of coverage (sample attached, see INS-1 and INS-2).

**ITEMS WHICH ARE REVIEWED BY THE LAW DEPARTMENT FOR INSURANCE,
PROVIDED IN CONNECTION WITH PERMIT TO WORK IN PUBLIC RIGHT OF
WAY**

- ____ 1. All insurance information must be submitted on either an ACORD form or form 1304A.
- ____ 2. Evidence of worker's compensation insurance.
- ____ 3. Evidence of contractor's public liability and property damage insurance.
- ____ 4. Evidence of owner's and contractor's protective public liability and property damage insurance.
- ____ 5. Evidence of contractor's motor vehicle insurance.
- ____ 6. Guarantee that at least 30 days notice of cancellation will be provided for all policies.
- ____ 7. Limits of liability must be increased to limits specified.
- ____ 8. City of Livonia must be listed as additional insured.
- ____ 9. Proof of Liability Insurance Letter from Insurance Carrier (see sample)
- ____ 10. Earlier Notice of Cancellation endorsement from Insurance Carrier.