

**City of Toledo**  
**Insurance Requirements**  
**Construction Contracts**  
**Greater than \$100,000**

I. Contractor's Liability Insurance

A. The Contractor shall purchase insurance from at least an A- Best rated insurance company or companies lawfully authorized to do business in Ohio. The insurance required shall be written for not less than the following minimum limits, or limits required by law, whichever is greater. Unless otherwise specified in the contract, coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the work until twelve months (12) after the final payment.

1. Commercial General Liability

- (a) \$2,000,000 general aggregate limit; \$2,000,000 products completed operations aggregate limit; \$1,000,000 personal and advertising injury limit (per person/organization); \$1,000,000 each occurrence (bodily injury and property damage)
- (b) The City of Toledo, its officials, officers, and employees shall be named as additional insured, ISO form CG 20 10 (11 85) or equivalent.
- (c) Any self-insured retention must be declared. At the option of the City, the Contractor shall: reduce or eliminate it with respect to the City; or, arrange a financial guarantee securing payment of losses and related investigations, claims administration and defense expenses.
- (d) The Policy shall not exclude by endorsement or otherwise, explosion, collapse, and underground.
- (e) The Policy shall not exclude by endorsement or otherwise, limitations relating to soil subsidence or earth movement of any kind, regardless of cause.
- (f) The coverage shall contain a per project aggregate limit in the amount of \$2,000,000. If not available, the Contractor shall purchase an Owners/Contractors Protective Liability Policy in the amount of \$2,000,000. The City of Toledo shall be the named insured.
- (g) The coverage shall not contain limitations on the scope of the protection afforded to the City.
- (h) The coverage shall contain a provision stating that the insurance in place for the benefit of the City as additional insured will be primary and non-contributory to any method of payment and/or coverage maintained by the City.

2. Comprehensive Automobile Liability: Owned, non-owned, and hired vehicles

- (a) \$1,000,000 bodily injury and property damage per occurrence

3. Umbrella liability insurance in the amount of \$5,000,000 in excess of general liability, employer's liability, and, auto liability.

4. The limits of insurance required are separate limits; however, any combination of primary and/or umbrella/excess liability insurance may be used provided the minimum separate limits are maintained in the aggregate.

B. Certificates of Insurance acceptable to the City, and naming the City additional insured and/or loss payee, shall be filed with the City prior to commencement of the work. These certificates and the insurance policies required by this paragraph shall contain a provision stating that coverage afforded under the policies will not be canceled, or allowed to expire until at least (30) day's prior written notice has been given to the City. An additional Certificate evidencing continuation of coverage for twelve (12) months shall be submitted with the final application for payment. Certificates must specify the project name.

1. The Certificate of Insurance shall indicate that all coverage is provided on an occurrence basis and shall indicate the aggregate limit available for this project as of the date the Certificate is issued. Binders will be accepted as evidence of coverage for only the first 90 days, and cannot be renewed or extended beyond that time.

C. Property Insurance

1. Builder's Risk/Installation Floater shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage: tools and equipment; theft; vandalism; malicious mischief; collapse; false-work; temporary buildings; and, debris removal including demolition occasioned by enforcement of any applicable legal requirements. It shall also cover reasonable compensation for professional services and expenses, if any, required as a result of the insured loss. The City shall be named as loss payee. The Installation Floater shall contain, where applicable, Start up/hot testing coverage.

2. If the Contractor is required or elects to provide property insurance with a deductible, it shall not exceed \$5,000 and the Contractor shall be responsible for the deductible without reimbursement from the City.

3. Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and/or in transit, after written approval of the City is obtained and the value established in the approval.

4. Before an exposure to loss may occur, the Contractor shall provide the City with evidence of Property Insurance. Each policy shall contain conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City. Upon request, a copy of the insurance policy shall be filed with the City.

5. The Contractor, as fiduciary, shall have the power to adjust and settle a loss with the insurers unless one of the parties in interest shall object in writing within (5) five days after occurrence of loss to the Contractor's exercise of this power.

6. Partial occupancy or use of the premises shall not commence until the insurance company, or companies providing property insurance, have consented to such partial occupancy or use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

## II. Additional Insurance Requirements

- A. The Contractor waives all rights against the City, its officials, officers, and employees, for damages, however caused. The Contractor, as appropriate, shall require separate contractors, if any, and subcontractors, agents, and employees, to have Waiver of Subrogation in favor of the City, by endorsement or otherwise in their insurance policies.
- B. If insurable by law, the policy shall not contain exclusionary language or limitations relating to punitive or exemplary damages, fines, or penalties.
- C. The policy shall not contain exclusionary language or limitations that are applicable to the City as additional insured that are not applicable to the insured.
- D. The policy shall contain a provision stating that defense costs are paid in addition to and do not deplete any policy limits.
- E. If any of the insurance requirements are not complied with or not renewed at expiration as required, the City may exercise any of the following options:
  - 1. The City may order the Contractor to cease operations until the required insurance is in force.
  - 2. Payments to Contractor may be withheld until the requirements are met,
  - 3. The City may pay the renewal premiums and withhold payment from any monies due the Contractor.
- F. If, at any time, any of the insurance policies are, or become unsatisfactory to the City as to form or substance, or, if a company issuing any policy is, or becomes unsatisfactory to the City, the Contractor shall, upon notice from the City, promptly obtain a new policy, submit it to the City for approval, and submit a certificate of insurance that meets the requirements enumerated in this contract.
- G. If the Contractor fails to furnish, deliver, and maintain the required insurance, this Contract, at the election of the City, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the contract nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- H. In the event that claims are filed by reason of any operations under the contract in excess of the insured amounts, the excess amount, in total or part, may be withheld from payments due or to become due the Contractor unless the Contractor provides necessary additional security, that is acceptable to the City, to cover the claims.
- I. Any failure to comply with reporting provisions of the policies of the Contractor shall not affect the terms and conditions of the contract with the City.
- J. The Contractor expressly understands that the insurance requirements as outlined above are minimum requirements to be met under this contract and do not in any manner represent that the limits, coverage, or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor and/or subcontractors.
- K. If the Contractor is out of business or otherwise unavailable at the time a claim is presented to the City, the Contractor assigns all if its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance to the full extent permitted by law.