

SPECIAL PROVISIONS TO COVER
CONTRACTOR'S AND MUNICIPAL VENDORS
(As Amended 05/17/16)

The Contractor, or Municipal Vendor, shall not commence work under this contract until he has obtained all insurance required under this section, and such insurance has been approved by the City; nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved by the City.

The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this section or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (a) Workers Compensation and Employers Liability
 - (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this section, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
 - (2) Employers Liability.
 - a. Each Accident \$500,000
 - b. Disease-policy limit \$500,000
 - c. Disease-each employee \$500,000
- (b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
 - (1) General Aggregate Limit \$2,000,000
 - (2) Products-Completed Operation Aggregate Limit \$2,000,000
 - (3) Each Occurrence Limit \$1,000,000The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's policies.
- (c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
 - Bodily Injury & Property Damage Liability Limit Each Occurrence \$1,000,000
- (d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the City before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.

The contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, satisfactory to the City, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, being whenever the improvement called for by the contract shall have been completely performed on the part of the contractor and all parts of the work have been approved and accepted by the City, and the final payment made. The policy of insurance shall include the City as an additional insured or provide separate coverage with an Owner's Protective policy.

**Language of coverage in this section taken from IDOT Standard Specifications adopted April 1, 2016*