

Information for working in Smithfield City's Right of Way

INSURANCE AND BOND REQUIREMENTS

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

1. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

- GENERAL LIABILITY: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually".
- PROFESSIONAL LIABILITY: \$1,000,000 per occurrence, \$2,000,000 aggregate coverage is required.
- AUTOMOBILE LIABILITY: \$1,000,000 per occurrence. "Any Auto" coverage is required.
- WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$1,000,000 per occurrence.

2. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Smithfield City. At the option of Smithfield City, either (I) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as

respects Smithfield City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

3. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Smithfield City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- General Liability and Automobile Liability Coverages

Smithfield City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Smithfield City, its officers, officials, employees or volunteers.

The Contracting party's insurance coverage shall be a primary insurance as respects to Smithfield City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Smithfield City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Smithfield City, its officers, officials, employees or volunteers.

The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party. reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Smithfield City.

5. FAILURE TO OBTAIN A PERMIT OR INSPECTION

Failure to obtain a permit before work begins will result in a "cease work order" until permit is obtained and double permit fee assessed with no refund available when work is complete.

ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document.

VERIFICATION OF COVERAGE

Contracting party shall furnish Smithfield City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Smithfield City before work commences. Smithfield City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

SUBCONTRACTORS

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.