

## **EXHIBIT D-1**

### **INSURANCE REQUIREMENTS: CONTRACTORS**

A. With respect to the operations performed by THE DOWNTOWN EVENING SOUP KITCHEN, INC. ("Desk" or the "Contractor") and those performed for the Contractor by its subcontractors, the Contractor shall carry, and/or require its subcontractors to carry, for the duration of the Contract, with the required additional insureds, the minimum liability insurance coverage set forth in the following items "A(1)" through "A(5)" at the Contractor's expense:

(1) **Worker's Compensation and Employers' Liability Insurance** as required by the laws of the State of Connecticut: Workers Compensation with Statutory Limits and Employers' Liability with policy limit amounts not less than:

- (a) \$1,000,000 Each Accident (bodily injury by accident);
- (b) \$1,000,000 Disease – Policy limit (bodily injury by disease); and
- (c) \$1,000,000 Disease – Each Employee (bodily injury by disease).

When work is to be performed over or adjacent to navigable water, each Workers' Compensation policy shall contain the U.S. Longshoreman's and Harbor Workers 'Act endorsement with the limits in accordance with the laws of the United States

(2) **Commercial General Liability Insurance, including Contractual Liability Insurance**, for all damages arising out of bodily injuries to, or death of, all persons and/or out of injury to, or destruction of, property, with policy limit amounts not less than the following One Million Dollars (\$1,000,000) each occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000).

(3) **Automobile Liability Insurance** covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of bodily injuries to, or death of, all persons and/or out of injury to, or destruction of, property, providing a One Million Dollars (\$1,000,000) combined single limit.

(4) **Umbrella/Excess Liability** with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate. This Item A(4) shall be in addition to any umbrella/excess liability insurance that the Contractor may secure to satisfy the minimum limits required for Item A(2) Commercial General Liability and Item A(3) Automobile Liability Insurance using Umbrella Liability Insurance.

(5) In the event the performance of any Contract involves environmentally regulated substances or hazardous material exposure(s), **Contractor's Pollution Liability Insurance** with respect to the work and activities of the Contractor and/or their subcontractors, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense with limits of liability specifically written for such Contract in the amount of at least Five Million Dollars (\$5,000,000). The Contractor and/or their subcontractors shall comply with all federal, state, and/or local laws, rules and regulations and shall obtain any additional coverage required by federal, state, or local government agencies. The Contractor's Pollution Liability Insurance shall be in effect from the date of written notice to proceed authorizing the work relating to the hazardous substances or other environmentally regulated materials and extend through the completion of the work.

B. Additional Insureds: The following shall be listed as additional insureds to all policies on a primary and non-contributory basis for insurance coverages required herein to the extent allowed by law: the City of New Haven and the New Haven Parking Authority and both of their respective employees, officers, and agents.

C. Policy Requirements:

- (1) All insurance coverages shall be primary.
- (2) All insurance policies shall be written by insurance company or companies satisfactory to the City of New Haven and the New Haven Parking Authority, as applicable, having a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.
- (3) Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.
- (4) All insurance policies shall also include a Waiver of Subrogation.

D. If any insurance policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

E. Insurance Certificates: The Contractor shall present original, completed Certificates of Insurance to both the City of New Haven and the New Haven Parking Authority at least twenty (20) days prior to the commencement of any work by the Contractor. Contractor shall agree to provide renewal certificates at least thirty (30) days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, limits reduced, or coverage altered, the Contractor shall provide at least thirty (30) days written notice to the City and the New Haven Parking Authority.

## EXHIBIT D-2

### INSURANCE REQUIREMENTS: PROFESSIONAL SERVICES

# **ALL INSURANCE REQUIREMENTS AS DESCRIBED IN EXHIBIT D-1 SHALL APPLY TO ANY PROFESSIONAL SERVICES CONTRACTOR AND SHALL ALSO INCLUDE THE FOLLOWING ADDITIONAL REQUIREMENTS:**

**Professional Liability Insurance** insuring against liability for professional services performed under this Contract in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate. This policy shall remain in full force and effect from the date of any Contract through the longer of the expiration of the statute of limitations for actions against professional service providers (inclusive of extended injury limitation) or three (3) years from the date of completion of work by the Consultant or its subconsultant. It is understood that no terms and conditions of such insurance policy may be changed except upon the prior written approval of the City of New Haven and/or New Haven Parking Authority, which approval shall not be unreasonably withheld. This policy shall also include **pollution and environmental impairment coverage**, if such insurance is applicable to the services performed by the Consultant or subconsultant under any Contract, in the minimum amount of Two Million Dollars (\$2,000,000). The Consultant or subconsultant may provide pollution and environmental impairment coverage as stand-alone policy rather than as part of this Professional Liability Insurance policy.