

**CITY OF PHOENIX
NEIGHBORHOOD SERVICES DEPARTMENT
HOUSING REHAB SECTION**

CONTRACTOR INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under the housing rehabilitation contract are satisfied, and any insurance claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE

The Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. GENERAL LIABILITY

Commercial General Liability - Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

B. AUTOMOBILE LIABILITY

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of any city of Phoenix rehabilitation project.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

C. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation	Statutory Limits
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

The Worker's Compensation policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a Contractor or subcontractor is exempt under A.R.S. Section 23-901, **AND** when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

D. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

E. NOTICE OF CANCELLATION: For each insurance policy required, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to: **Laura C. Smith, City of Phoenix—Neighborhood Services Dept., 200 W. Washington Street, 4th Floor, Phoenix, AZ 85003, Email: laura.smith@phoenix.gov, Fax: (602) 534-4559.**

F. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required must be in effect at or prior to commencement of work and remain in effect for the duration of the project. Failure to maintain the insurance policies as required or to provide evidence of renewal is a material breach of contract.

All certificates required shall be sent directly to Laura C. Smith, City of Phoenix, Neighborhood Services Department, 200 W. Washington Street, 4th Floor, Phoenix, AZ 85003. The City reserves the right to require complete, certified copies of all insurance policies required at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

H. SUBCONTRACTORS: All required subcontractor certificates and endorsements are to be received and approved by the City before work commences. All insurance coverage's for sub-contractors shall be subject to the minimum requirements identified above, unless otherwise specified.

I. APPROVAL: Any modification or variation from the insurance requirements outlined in this document shall be made by the Law Department, whose decision shall be final.

*****FOR LEAD ABATEMENT CONTRACTORS ONLY*****

INSURANCE: Lead abatement contractors are required to obtain and maintain, during the term of the contract, pollution liability insurance which covers lead-based paint activities from an insurance company licensed to do business in this state. This should be an occurrence based policy with limits of liability not less than \$1,000,000. The policy shall be endorsed to include the following additional language: “The City of Phoenix shall be named as an additional insured with respect to liability arising out of activities performed by, or on behalf of, the contractor”. The contractor may bid for work, but will not be awarded a job until this insurance policy is in place.