



**REQUEST FOR PROPOSALS
For
CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**

BID # 260045

**Bid Submission Due Date
June 30, 2026 at 2:00PM EST**

INFORMATION

TOWN OF WEST HARTFORD
REQUEST FOR PROPOSALS

Construction Management and Inspection Services

PROJECT MANAGER

GREGORY SOMMER
TOWN ENGINEER

ALL QUESTIONS TO

TARA CUMMINS
PURCHASING AGENT

All inquiries regarding this Request For Proposals shall be submitted via e-mail to: procurement@westhartfordct.gov no later than June 22, 2026. Do not call the Engineer/Architect, Project Manager or Purchasing Office with questions.



BIDDER RESPONSE FORM

**PLEASE COMPLETE THE FOLLOWING INFORMATION.
FAILURE TO RESPOND TO ALL ITEMS MAY RESULT IN THE REJECTION OF YOUR RESPONSE.**

Vendor Name		Trade Name <i>if applicable</i>	
Address			
Phone #		Email Address	
Contact Person		Tax ID#	
Number of years in business:	Bid#	Project Name:	

BOND INFORMATION *if applicable*

Bid Surety - 10%	Bond Attached (yes/no)	Cashier Check Attached (yes/no)
Cost of Performance Bond included in base bid (if applicable)	\$ Per thousand	

STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE

Connecticut Businesses	Yes	No
Are all required filings current with the Secretary of State and will the Secretary of State be able to issue a Certificate of Legal Existence?	<input type="checkbox"/>	<input type="checkbox"/>
Out of State (foreign) Businesses	Yes	No
Have you filed a Certificate of Authority / Application of Registration with the Connecticut Secretary of State? If so, submit a copy of your filing with your response. If not, submit a copy of your Certificate of Good Standing from your state of incorporation.	<input type="checkbox"/>	<input type="checkbox"/>

DAS CONTRACTOR PREQUALIFICATION *if applicable*

(required for construction / infrastructure projects only) (non-highway construction projects >\$1,000,000)

Circle one

DAS prequalified? (yes/ no)	Certificate attached (yes/no)	Update Statement attached (yes/no)				
You certify that there has been no substantial change in your financial position or corporate structure since your most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement (attached).		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					

List up to six past contracts of this type/size your firm has completed within the last three (3) years

Project	Date	Contact Person	Phone No.

ORGANIZATIONAL STRUCTURE OF BUSINESS ENTITY (select one)

<input type="checkbox"/>	Limited partnership (LP)	<input type="checkbox"/>	General partnership (GP)
<input type="checkbox"/>	Limited liability corporation (LLC)	<input type="checkbox"/>	Limited liability partnership (LLP)
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Individual doing business under a trade name (sole proprietor)

BUSINESS AFFILIATIONS *if applicable*

Indicate the principal place of business of the parent company and the name of agent for service.

Is your local organization an affiliate of a Parent company?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Parent Company Business Name			
------------------------------	--	--	--

Address			
---------	--	--	--

City	State	Zip	
------	-------	-----	--

Name of Agent			
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List all Affiliated Businesses *if applicable* (attach additional sheets as necessary):

Business Name	Address	Ownership Interest %

SCHEDULE OF BIDS

BASE BID NO. 1 For furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for _____ BID # _____
(project name)

FOR THE LUMP SUM OF _____
(written)

DOLLARS (\$ _____)

ALTERNATE BID (if applicable)

FOR THE LUMP SUM OF _____
(written)

DOLLARS (\$ _____)

UNIT PRICING

- A. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.
- B. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Insurance Exhibit or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- C. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- D. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- E. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- F. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.
- G. The Bidder is aware of and agrees that, if awarded an Agreement, the Bidder and others acting on the Bidder's behalf will be bound by the indemnification and insurance requirements described in the Indemnification and Insurance Exhibit and incorporated by reference into the final Agreement.

CERTIFICATION

The Undersigned hereby certifies that they are the only duly authorized representative/agent of the vendor and have the authority to sign this form and make these certifications on behalf of the vendor.

Vendor acknowledges receipt of all bidding documents and addenda, if applicable during the bidding period, issued during the bidding period and understands that they are a part of the bidding documents.

The undersigned hereby declares that they are thoroughly familiar with the specifications, the various sites, the Town's requirements, and the objectives for each element of the project item or service and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the term of the agreement and to accept in full compensation therefore the amount agreed to by the vendor and the Town of West Hartford.

The undersigned further declares that these bidding documents are made without any connection with any other person or persons making any proposal for the same work and made without collusion or fraud; that no person acting for or employed by the Town of West Hartford is directly or indirectly interested therein, or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of said Town of West Hartford.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in Town of West Hartford, State of Connecticut or federally funded projects. The vendor agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purposes of assessing the financial capacity of the business entity tendering such bid to the Town

The undersigned certifies under penalty of false statement that the information provided in this response is true.

Submitted by <i>(Signature)</i>		
Printed name and title		Date

(Authorized Agent of Company)

2.01 INVITATION TO BID

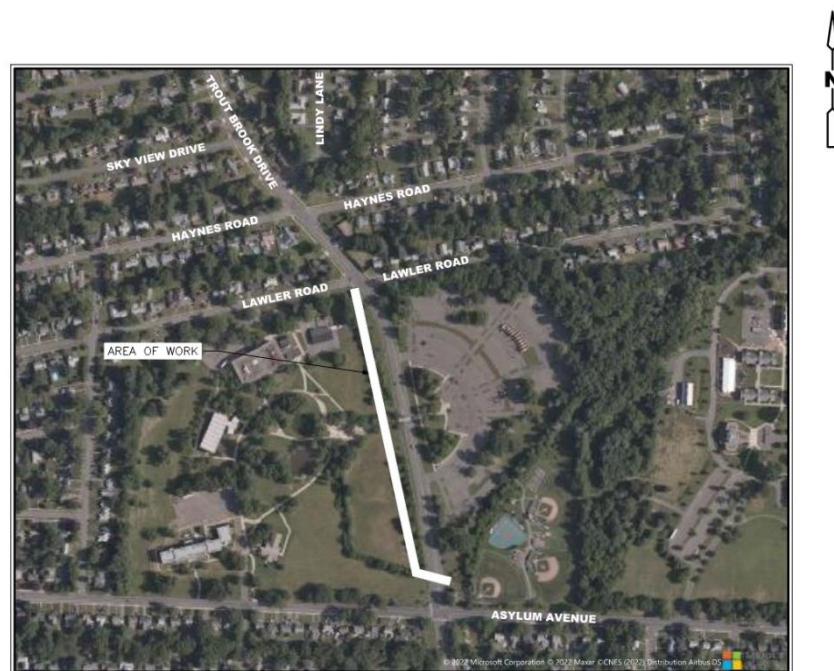
- 2.01.01 Proposals will be received at the office of the Division of Purchasing Services, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:00 PM on June 30, 2026**. Proposals can be mailed or delivered. All firms are required to submit one (1) electronic version uploaded to our bidding portal and one (1) hard copy in a sealed envelope or package with the outside clearly marked **Construction Management & Inspection Services RFP# 260045**
- 2.01.02 In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your price structures. If you have questions regarding electronic submission, please do not hesitate to contact the Procurement Office via email at procurement@westhartfordct.gov. Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the purchasing agent at the address above.
- 2.01.03 There will be no pre-bid conference will be held for this project.
- 2.01.04 No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.
- 2.01.05 The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.
- 2.01.06 The work described herein shall be completed as required. Unless otherwise stated, time is of the essence.
- 2.01.07 All prospective Bidders are hereby notified that blasting is not permitted on this project.
- 2.01.08 **Overtime Engineering Inspection Fees**
The charge payable to the Town by the Contractor for engineering and inspection services performed by Town personnel on holidays and when Town employees are required to work in excess of 37.5 hours per week as a result of the Contractor's work schedule will be:
Between 37.5 and 40 hours - the then actual hourly rate of the inspector.
Over 40 hours - 1.5 times the then actual hourly rate of the inspector.
Holidays - 1.5 times the then actual hourly rate of the inspector.
Reference Information for Bidders Section 2.02.24.
- 2.01.10 **Refuse Disposal Fees**
The Town of West Hartford's transfer station shall only accept yard waste for an established fee. All construction waste and demolition materials shall be transported and legally disposed of at the Materials Innovation and Recycling Authority or other legal site selected by the Contractor.

General Project Information

The Town of West Hartford, Connecticut is seeking construction management firms, to administer and perform the Construction Engineering and Inspection services for two upcoming construction projects. The final design plans and specifications are being finalized, the current versions may be viewed [here](#). Consultants shall indicate if they are submitting for consideration on one or both projects.

TROUT BROOK CULVERT REPLACEMENTS PROJECT

This Project includes the replacement of two existing culverts within the east branch of Trout Brook in West Hartford (the Town), Connecticut. This is the first of a multi-phase project aimed at alleviating flooding throughout this area of Town. Trout Brook flows north to south through the central/eastern section of the Town. This project includes replacement of two existing culverts, known herein as the UCONN culvert (Site No. 1) and the Trout Brook Drive Culvert (Site No. 2).



LOCATION PLAN

Site No. 1 is located along the west side of Trout Brook Drive between Lawler Road and Asylum Avenue. The work includes replacement of the 275-foot (ft) long twin culvert. The existing culvert consists of two 72-inch (in) reinforced concrete pipes (RCP), which will be replaced with an approximately 200-ft long twin 10-ft by 6-ft box culverts. The new dual cell box culvert will have a low flow and high flow cells with inverts offset by 6 inches to facilitate fish passage during low flow periods. Additionally, a 2-ft weir directly to the north of the upstream inlet headwall will be removed.

Site No. 2 includes the replacement of an approximately 120-ft long culvert under Trout Brook Drive near the intersection with Asylum Avenue. This culvert, constructed in 1960, consists of twin 76-in wide by 48-in high elliptical RCP. The existing structures have cast-in-place headwalls and wingwalls to aid in channeling the Trout Brook water flow into the culvert. This culvert will be replaced with the same length culvert consisting of twin 12-ft by 5-ft box culverts. The new dual cell box culvert will also have a low flow and high flow cells with inverts offset by 6 inches to facilitate fish passage during low flow periods.

Existing MDC utilities running along Trout Brook Drive are a 24-inch diameter watermain, and a 36-inch diameter gravity sewer. The watermain will be temporarily taken offline during the culvert demolition/reconstruction and installed at a deeper invert with a protective steel casing. The watermain installation will be installed using open-cut methods in coordination with the culvert construction phasing. The existing sewer will be structurally lined (Part A) prior to any culvert demolition operations, and a cast-in-place box culvert founded in micropile foundations will be installed over the sewer to avoid any external loading. Additional sewer lining work (Part B) will also occur along other areas outside of the culvert replacement work zone. The sewer lining work shall be complete before Site No. 2 work begins.

Work at the downstream end of the Trout Brook Drive culvert will include demolition of two existing weirs directly downstream of the culverts and construction of a gradual grouted boulder drop structure into a stilling basin to slow discharge water prior to contacting the downstream weir on the eastern end of the project area.

This project shall be accomplished in accordance with the plans, contract documents, and the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, with July 2023 Supplements.

The project will be constructed over two construction seasons, with Site No. 1 being completed first, prior to any work on Site No. 2. It is also anticipated that the sewer lining work would occur concurrently with (Site No. 1) work. Construction shall begin in Summer/Fall of 2026 and be substantially completed by December 31, 2027 and final completion by May 31, 2028. The consultant should also be aware of two adjacent re-development projects at 1360 Trout Brook Drive and 1800 Asylum Avenue. Construction work must be closely coordinated with both projects to maintain the project schedule and minimize potential impacts. This project will be fully funded through the Town's Capital Improvement Program.

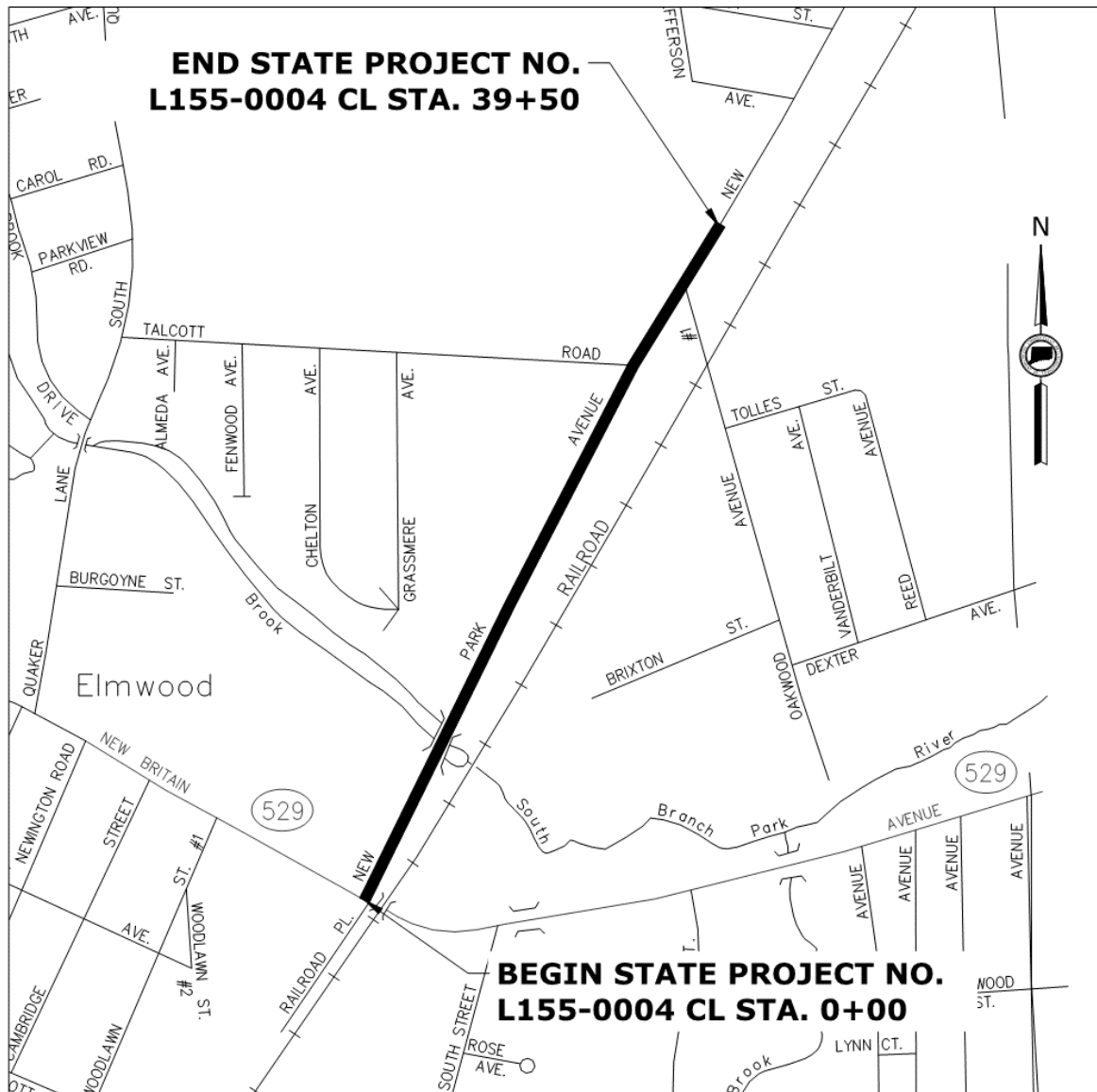
NEW PARK AVENUE COMPLETE STREETS IMPROVEMENTS

In 2017, the Town completed a Complete Streets Study for the New Park Avenue Transit Area and obtained two State of Connecticut grants to fund the recommended improvements. The project will enhance New Park Avenue for all users between New Britain Avenue and approximately 500 feet north of the Oakwood Avenue intersection, covering roughly 3,900 feet of roadway.

The work includes milling and overlaying the existing pavement surface and restriping the corridor to implement a road diet configuration with a center two-way left-turn lane intended to improve safety and traffic operations. As part of the project, the existing traffic signals at Talcott Road and Oakwood Avenue will be fully replaced with new equipment, along with minor upgrades to the traffic signal equipment at the New Britain Avenue intersection.

A key component of the project is the implementation of enhanced bicycle and pedestrian infrastructure throughout the corridor. A two-way separated bicycle lane will be installed along the west side of New Park Avenue between New Britain Avenue and Talcott Road, transitioning to a multi-use path north of Talcott Road through the northern project limits. The bicycle facility will be separated from vehicular traffic through the use of pavement markings, barriers, and flexible bollards. Additional pedestrian safety enhancements include new landscaped pedestrian refuge and median islands, upgraded sidewalk connections, replacement of selected sidewalk sections, and the installation of floating bus stop platforms at two locations to improve transit accessibility and operations.

The project also includes streetscape and infrastructure improvements designed to enhance the overall corridor appearance and functionality while minimizing unnecessary reconstruction. Most existing curb, sidewalk, storm drainage, and utility infrastructure will remain in place, with targeted repairs and upgrades including replacement of catch basin tops, localized drainage pipe repairs, replacement of hardscape surfaces between the curb and sidewalk, installation of new street lighting appurtenances, replacement of selected trees, and installation of all new roadway signage and pavement markings.



LOCATION PLAN

NOT TO SCALE

This project was requested by the Town of West Hartford and approved through the Capitol Region Council of Governments and the State of Connecticut’s Office of Policy and Management. The project will be funded with both State and Town funds. The project construction shall be accomplished in accordance with the plans, contract documents, and the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 819. This project will use grant funding through the Local Transportation Capital Improvement Program (LOTICIP) and the Office of Policy Management’s Responsible

Growth/Transit-Oriented Development grant programs. The Town will also provide matching funds to supplement the balance of the project.

Scope of Services

This Scope of Work outlines the responsibilities, services, and deliverables expected from the selected firms providing comprehensive Construction Management and Inspection Services during the life of the project, which are expected to begin in the Summer/Fall of 2026 with substantial completion by December 31, 2027 and final completion by May 31, 2028. The Consultant will be responsible for overseeing the construction process, managing all aspects of construction, coordinating with contractors, stakeholders, and public, and ensure that the project is completed efficiently, safely, and in accordance with the approved designs and specifications. Key responsibilities include but are not limited to the following:

1. Project Coordination and Planning:

- Communicate with stakeholders, including businesses, property managers, business associations (ie. Design District, Elmwood Business Association), residents, Town officials, etc. addressing any construction concerns or general project inquiries.
- Coordinate with the Contractor to develop and maintain a detailed construction schedule that aligns with project milestones and minimizes impacts to stakeholders and the general public.
- Ensure that the project remains on schedule, proactively identifying potential delays or conflicts and recommending solutions.
- Hold regular meetings with contractors, subcontractors, and town staff to review progress and resolve issues.
- Provide weekly or bi-weekly progress reports to the Town, including updates on the schedule, budget, risks, and any changes.
- Maintain detailed records of all meetings, inspections, decisions, and design changes.
- Oversee project budget and track expenditures.
- Organize, manage, and archive project documents and key communications.

2. Contractor Management and Coordination:

- Oversee daily construction activities and ensure compliance with contract specifications.
- Review payment applications and change orders, ensuring all costs are justified.
- Implement a quality control plan, including site inspections, material testing, and work reviews.
- Facilitate communication between contractors, consultants, designers, and other stakeholders. Ensure that any design modifications or adjustments are documented and approved.
- Maintain a complete set of up-to-date record drawings, annotated with as-built information.
- Coordinate with utility companies as needed.

3. Risk and Safety Management:

- Identify potential risks, including safety hazards, delays, and coordination issues.
- Implement measures to mitigate identified risks and proactively address potential issues.
- Ensure safety protocols are followed on-site, conduct regular safety meetings to maintain a safe working environment for all personnel on-site and the general public.

4. Construction Inspections:

- Produce a preconstruction photographic survey of the project area and adjacent properties, to document existing conditions and assist in the evaluation of any subsequent claims of damage alleged to have resulted from the Contractor's operations. Provide additional photo documentation throughout the course of construction and after construction completion.
- Conduct regular inspections of the construction site to verify compliance with the approved designs, plans, and specifications and meet the Town's and quality standards.
- Inspect all materials and equipment delivered to the site to verify they meet the required specifications.
- Prepare detailed records of on-site inspections, deficiencies, and corrective actions.
- Measure quantities for payment.

5. Final Inspection and Punch List:

- Conduct a final inspection of the project to confirm that all elements are completed and meet the project's quality standards.
- Prepare a punch list of items to be completed or corrected before the project is considered finished.
- Assist the Construction Manager with final documentation, including project closeout documents, as-built plans, warranties, maintenance schedules, etc.

The selected consultant will assign one qualified individual as a contact person responsible for directing and coordinating the activities of the consultant's personnel and any subconsultants in all aspects of the project.

This will be a cost-plus, fixed-fee contract. All firms are advised that the prime consultant must perform the majority of the work with employees of the firm. Joint venturing assignments will not be allowed.

Insurance and Indemnification

The selected firm will also be required to maintain insurance coverage from a firm approved to do business in the State of Connecticut. Proof of coverage must be submitted on acceptable insurance forms prior to the start of the negotiations process. Vendor shall provide insurance coverage during the term of the agreement in accordance Exhibit A. The Vendor shall be bound by the indemnification provisions set forth on Exhibit A.

Proposal

Consultants responding to this request should be of adequate size and sufficiently staffed and experienced to perform this assignment and will be required to provide the necessary staffing upon execution of the contract. The Consultant may also be required to respond to questions and concerns from businesses and residents, coordinate utility conflicts, provide as-built plans, and perform on-site testing.

For this bid, the Town is requiring an electronic submission along with three (3) hard copy submission. All participants must submit both. Hard copy must match electronic submission. The Town maintains the right to reject any bid that does not meet these criteria. Submittal should consist of the following:

- Letter of transmittal outlining your approach to project management and inspection services. Letter shall include a statement by the respondent accepting all terms, conditions, and requirements contained in this RFP. Also indicate which project you are submitting for consideration or indicate that you are pursuing both projects. Two (2) pages maximum.
- Resumes of key personnel, up to a maximum of five (5). Limit resumes to two (2) pages each. One of the resumes must be that of the Construction Manager and the Chief Inspector, as well as assurance they will be available for work when required.
- Experience working on similar type projects, up to a maximum of six (6). Include the current contact information of the owner representative for each sample project. Limit sample project descriptions to one (1) page each.
- Copies of applicable licenses and certifications for the proposed personnel assigned to the project.
- Fee proposal outlining the elements of the work to be performed. This proposal shall be in sufficient detail to include the task, number of hours, unit hourly rates, and total fee proposal. The consultant shall indicate any and all costs that are considered necessary for the completion of the work as well as a list of services not included. Fee proposal shall be broken out separately if submitting for both projects.

Do not send additional documentation other than what is requested. The Consultant Selection Panel may reject your submittal, and your firm may not be considered for this project if you provide additional documentation such as corporate brochures, background information, and histories.

Submittals must be signed by an authorized representative of the Consultant. Unsigned submittals shall not be considered.

The Town of West Hartford will not be liable for costs incurred in the preparation of the response to this Request For Proposals or in connection with any subsequent consultant meeting prior to the award of work.

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Approach to project management and inspection services.
- Relevant experience and expertise.
- Qualifications of key personnel.
- Responsiveness to the RFQ.
- Fee Proposal

The Town of West Hartford may elect to meet with any, all, or none of the Consultants prior to selection to clarify their submittal.

The Town, in its sole discretion, reserves the right to cancel this solicitation and terminate the process to retain consultant services, and is under no obligation to contract for the services specified herein. The Town of West Hartford reserves the right to reject any or all of the submissions. The Town of West Hartford reserves the right to negotiate the cost of this RFQ and to award the work to any consultant other than the consultant with the lowest cost, if it is in the best interest of the Town.

Exhibit A – Indemnification and Insurance Requirements

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

I. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, liabilities, lawsuits, damages, losses, judgments, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, expert witness fees, claim expenses, mediation and arbitration costs, arising out of or resulting from the performance of Services under this Contract, including but not limited to professional errors or omissions, negligent acts, negligence, recklessness, wrongful acts, failure to render professional services, or noncompliance with applicable laws, statutes, ordinances, codes, rules, and regulations, caused in whole or in part by the Contractor, Contractor's sub-consultant(s), anyone directly or indirectly employed or retained by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claims, liabilities, lawsuits, damages, losses, judgments, penalties, fines, or expenses are caused in part by the negligence, errors, omissions, or other fault of the Town; provided, however, that Contractor shall not be required to indemnify, defend, or hold harmless the Town for claims arising solely from the Town's gross negligence or intentional misconduct.

The Town reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

II. INSURANCE

SPECIAL ATTENTION IS CALLED TO THIS SECTION.

NOTE: CONTRACTORS ARE ENCOURAGED TO CONFER WITH THEIR INSURANCE CONSULTANT(S) TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

1. Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the Town shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.
2. Additional Insured Endorsement. Contractor agrees to endorse the Town as an Additional Insured on all policies (with the exception of Worker's Compensation and Professional Liability) with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC

20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “Town of West Hartford, West Hartford Board of Education”.

3. Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.
4. Umbrella or Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence \$5,000,000 Aggregate. The Contractor agrees to endorse the Town as an “Additional Insured” on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the Town is automatically defined as an Additional Protected Person
5. Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
6. Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Connecticut Statutes Chapter 568, as amended. Policy shall include Employer’s Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee. Elective exemptions or coverage afforded through an employee leasing arrangement will NOT satisfy the contractual requirement.
7. Professional Liability. Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 Per Claim, \$2,000,000 Annual Aggregate, or a \$2,000,000 Combined Single Limit. For policies written on a “Claims-Made” basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract or agreement. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.
8. Personal Property. All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.
9. Certificate(s) of Insurance. Contractor agrees to provide Town a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer.

If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town by mail, fax, or e-mail within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Town of West Hartford
Attn: Risk Manager
50 South Main Street Room 221
West Hartford, CT 06107
Fax: 860-561-7499
RiskManagement@WestHartfordCT.gov

Failure to provide the required insurance, or to replace expired or terminated insurance, or to provide satisfactory certificates thereof, or to exhibit the policies if required, may, at the option of the Town, be held a willful violation of the Contract.

10. Claims-made Form. Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.

11. Waiver of Subrogation. Contractor agrees by entering into any resulting Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

12. Right to Revise or Reject. Town reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Town reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

13. Other Terms. Town shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new Certificate of Insurance is provided to the Town evidencing the replacement coverage. The Contractor agrees the Town reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the Town.