

**REQUEST FOR PROPOSALS**

**TOWN OF WEST HARTFORD**

**NORTH MAIN STREET**  
(ALBANY AVENUE TO FARMINGTON AVENUE)  
**ROAD DIET STUDY - PHASE II**

**BID # 200024**



**REQUEST FOR PROPOSALS**  
**TOWN OF WEST HARTFORD**  
**NORTH MAIN STREET**  
**(ALBANY AVENUE TO FARMINGTON AVENUE)**  
**ROAD DIET STUDY - PHASE II**

**INTRODUCTION**

For many years, the Town of West Hartford received requests from residents and the Town's Pedestrian and Bicycle Commission to improve North Main Street from Bishops Corner (Route 44/Albany Avenue) to West Hartford Center (Farmington Avenue). Improvements would reduce travel speeds, improve traffic safety, create a bicycle connection, and provide a more comfortable walking experience.

In 2015, the Capitol Region Council of Governments (CRCOG) undertook a study to determine the feasibility of a road diet on North Main Street in the Town of West Hartford due to resident interest. The CRCOG study can be found at: <https://crcog.org/2016/07/west-hartford-road-diet-and-safety-study/>. The North Main Street Road Diet and Safety Study (Phase I) evaluated several roadway configurations along North Main Street between Bishops Corner and West Hartford Town Center. The preferred configuration reduced the four North Main Street travel lanes (two northbound and two southbound) to three travel lanes (one in each direction and a two-way turn lane (TWTL) that converts to an exclusive left turn lane at key intersections). Although the study did not recommend on-street bike lanes, this configuration provides shoulders that could accommodate bike lanes. The shoulders also expand the buffer between the sidewalks and adjacent travel lanes.

Phase I of the study indicated that a road diet was feasible, but did not provide an implementation plan and left many questions unanswered and concerns unaddressed. Therefore, as a follow up to Phase I, the Town is preparing a second phase. Phase II will include conceptual plans, road diet evaluations and analyses, public outreach, and a road diet trial (Trial). The Trial will determine if, where, and how a permanent road diet could be implemented on North Main Street. It will provide an opportunity for the public to travel the re-configured corridor and provide feedback to the Town and its Consultant. It will also provide an opportunity for the public to understand potential impacts, particularly related to queue lengths, traffic diversion, and driveway access.

**OTHER RELATED PROJECTS**

The rehabilitation of the North Main Street Bridge is ongoing. This bridge is located between Asylum Avenue and Fern Street, which is in the middle of North Main Street section being considered for the road diet. The project requires travel lane reductions to facilitate the work and may be an early indicator as to the feasibility of a potential road diet. The bridge construction is anticipated to be complete in the summer of 2021. Phase

It will be conducted partly during and partly after the completion of the bridge construction. The Trial is intended to be conducted as soon after the bridge project as practicable.

The Town's Engineering Division is designing improvements to increase the capacity at the intersection of Mountain Road at Albany Avenue. The intersection improvements should be considered as part of the traffic analyses for the road diet analysis.

The Town plans to construct additional sections of the Trout Brook Trail along Trout Brook Drive from Asylum Avenue to Farmington Avenue. The multi-use trail will increase the number of pedestrians crossing at the signalized intersections of Trout Brook Drive at Asylum Avenue, Fern Street, and Farmington Avenue. This will impact traffic operations at these intersections by increasing the number of exclusive pedestrian phase actuations and should be considered as part of the road traffic analyses.

The Town has yet to receive an application to redevelop the former University of Connecticut West Hartford campus. Should an application be submitted, the Consultant shall include that traffic data in its analyses. If the Town does not receive an application, the Consultant shall calculate and include traffic generation for the property as it is zoned and project it into the analyses.

## **SCOPE OF SERVICES – DURING BRIDGE CONSTRUCTION**

### **A. Scope Review and Kick Off Meeting**

The Consultant shall meet with Town staff for a project kick off meeting to discuss and as necessary refine the Phase II and Trial scope of services, collect information from the Town, and identify the project schedule.

### **B. Traffic Data Collection and Analysis**

#### **1. Intersection Turning Movement Counts**

The Consultant shall perform weekday afternoon peak hour turning movement counts (including vehicle, pedestrian, and bicyclist volumes). Intersection capacity analyses shall be completed for the weekday afternoon peak hour at the following intersections to determine impacts to Levels of Service and traffic queuing:

1. Trout Brook Drive/King Philip Drive at Albany Avenue
2. Trout Brook Drive at Asylum Avenue
3. Trout Brook Drive at Fern Street
4. Trout Brook Drive at Farmington Avenue
5. Mountain Road at Albany Avenue
6. Mountain Road at Flagg Road
7. Mountain Road at Fern Street
8. Mountain Road at Farmington Avenue
9. Albany Avenue at Flagg Road/Sims Road/Commercial Driveway

North Main Street intersections, which were counted in the Phase I Study will be incorporated into this Study. Weekday evening traffic volumes are typically higher on Thursday and Friday evenings. It would be beneficial to collect data on these days.

## **2. Traffic Queue Length Analysis**

From the intersection capacity analyses, the Consultant shall provide schematics showing the calculated weekday afternoon traffic queues for all intersection approaches at the Trout Brook Drive and Mountain Road intersections. The Consultant shall use the Phase I study to show the North Main Street intersection traffic queues.

## **3. Average Daily Traffic and Travel Speed Data**

The Consultant shall collect average daily traffic and prevailing travel speed data in three locations per roadway along North Main Street, Trout Brook Drive, and Mountain Road.

## **C. Traffic Safety Review**

The Consultant shall complete a three-year crash report review and summary of the number and types of crashes that occur along Trout Brook Drive and Mountain Road between Albany Avenue and Farmington Avenue. This review shall identify crash pattern frequencies and crash rates shall be calculated. North Main Street intersections were reviewed as part of the Phase I Study.

## **D. Municipal Outreach**

The Consultant shall contact at least three municipalities in the United States, which recently implemented road diets on roadways similar to North Main Street to obtain feedback and identify benefits or issues related to emergency responders, school and transit buses, and public works departments. The consultant should consider contacting Alexandria, Virginia, which recently conducted a road diet study of King Street.

## **E. Road Diet Trial Implementation Plans**

The Consultant shall develop implementation plans on a scale no greater than 1" = 100' showing the North Main Street corridor from Albany Avenue to Farmington Avenue identifying the proposed Trial area. The Consultant shall meet with town staff to review the plans and coordinate the implementation of the Trial. These plans must be approved by the Town at least four weeks prior to the commencement of the Trial.

The plans shall provide the following North Main Street corridor information:

1. Intersection layouts
2. Driveway locations
3. Property addresses
4. Existing pavement markings

5. Proposed pavement markings with layout dimensions, callouts, and notes including proper transition areas from four to three lanes
6. Existing and proposed traffic signage with layout dimensions and/or callouts
7. Traffic signal plan modifications with callouts or notes. All traffic signal plan modifications will require approval from the Office of State Traffic Administration (OSTA). The Consultant shall submit these plans to OSTA with the Town's Legal Traffic Authority consent for review and comment as necessary to obtain approval.

#### **F. Town Council Update**

The Consultant shall meet with and provide an update on Phase II and present the Road Diet Trial Implementation Plans to Town Staff and the Town Council.

#### **G. Public Outreach**

The Consultant shall coordinate with the Town to promote and conduct a Public Information meeting during a weekday evening at the West Hartford Town Hall to discuss Phase II and proposed Trial. The Consultant will produce visual materials including but not limited to: power-point slides, visual simulations, color renderings, presentation boards, and handouts. The Consultant will submit the Powerpoint presentation to Town Staff a week prior to the public information meeting for review and comment. The Consultant will present the Road Diet Trial Implementation Plans and respond to any questions or concerns.

The Consultant will also provide the Town with information regarding the Phase II and Trial for posting on the Town's website. A project webpage and email account will be created. The Consultant will respond to project emails at the direction of the Town.

#### **H. Public Survey**

The Consultant shall prepare and distribute an on-line survey to solicit feedback from the public for the road diet. The survey will include up to 10 questions. The Consultant shall compile, summarize, and post the survey results on the project webpage.

### **SCOPE OF SERVICES – AFTER BRIDGE CONSTRUCTION**

#### **I. Road Diet Trial Implementation**

The Consultant shall coordinate with Town staff, including but not limited to the following departments: Town Manager, Community Development, Public Works, Police, Fire, and Public Relations prior to the implementation of the plan developed under Section E. The Trial will be deployed for up to four months, unless otherwise directed by the Town Engineer. The time period should be sufficient for the travelling public to adjust to the new traffic patterns, conduct field observations, and collected traffic data. The implementation and, if needed, the removal of the Trial must be carefully coordinated to minimize impact



to the travelling public. The Consultant will be required to coordinate with all of the Contractors that implement and remove any temporary markings, signage, traffic signal modifications, etc.

## **J. Traffic Data Collection and Analysis**

Once the Trial has been in place for a minimum of two weeks, the Consultant shall perform traffic counts, queue length analyses, AADT, travel speed data, and travel time runs.

### **1. Intersection Turning Movement Counts**

The Consultant shall perform weekday afternoon peak hour turning movement counts (including vehicle, pedestrian, and bicyclist volumes). Intersection capacity analyses will be completed for the weekday afternoon peak hour at the following intersections to determine impacts to Levels of Service and traffic queuing:

1. North Main Street at Albany Avenue
2. Albany Avenue at Flagg Road/Sims Road/Commercial Driveway
3. North Main Street at Sims Road
4. North Main Street at Asylum Avenue
5. North Main Street at Fern Street
6. North Main Street at Brace Road
7. North Main Street at Farmington Avenue
10. Trout Brook Drive/King Philip Drive at Albany Avenue
11. Trout Brook Drive at Asylum Avenue
12. Trout Brook Drive at Fern Street
13. Trout Brook Drive at Farmington Avenue
14. Mountain Road at Albany Avenue
15. Mountain Road at Flagg Road
16. Mountain Road at Fern Street
17. Mountain Road at Farmington Avenue

Weekday evening traffic counts shall be performed on the same day of the week as counted during the Phase I traffic counts or the bridge project, as applicable.

### **2. Traffic Queue Length Analysis**

From the intersection capacity analyses, the Consultant shall provide schematics showing the calculated weekday afternoon traffic queues for all intersection approaches at the aforementioned North Main Street, Trout Brook Drive, and Mountain Road intersections.

### **3. Average Daily Traffic and Travel Speed Data**

The Consultant shall collect average daily traffic and prevailing travel speed data in three locations per roadway along North Main Street, Trout Brook Drive, and Mountain Road. The collection locations shall be the same as in section B-3.

#### **4. Travel Time Runs**

The Consultant shall perform a minimum of two travel time runs in both directions along North Main Street, Trout Brook Drive, and Mountain Road during the morning, midday, and evening peak periods to determine the amount of time to travel between Albany Avenue and Farmington Avenue. The Town conducted travel time runs in advance of the bridge project and this data will be shared with the Consultant for comparison purposes.

#### **K. Traffic Safety Review**

The Consultant shall complete a crash report review and summary of the number and types of crashes that occur along North Main Street between Albany Avenue and Farmington Avenue during the Trial.

#### **L. Town Council Update**

The Consultant shall provide an update on the Trial to Town Staff and the Town Council during the Trial and after (See Section P – Findings and Recommendations).

#### **M. Traffic Data Collection, Field Observations, and Analysis**

The Consultant shall compare the collected data with the existing conditions and evaluate the amount of traffic diversion from North Main Street to Trout Brook Drive/Mountain Road during the Trial. The traffic diversion review should be focused on primary connections between North Main Street and Trout Brook Drive/Mountain Road such as Albany Avenue, Flagg Road, Haynes Road, Lawler Road, Asylum Avenue, Fern Street, Whitman Avenue/Braeburn Road, and Farmington Avenue. The Town measured traffic volumes on many of the side streets adjacent to North Main Street and plans to repeat these measurements during the Trial and the data will be shared with the Consultant for evaluation.

The Consultant shall also perform field observations at various times and days during the Trial. These observations shall be documented in video format to capture driver behaviors, unexpected maneuvers, pedestrian interactions, crashes, etc.

#### **N. Public Survey**

The Consultant shall prepare and distribute a second on-line survey to solicit feedback from the public for the road diet during the Trial. The survey will include up to 10 questions. The Consultant shall compile, summarize, and post the survey results on the project webpage.

#### **O. Public Outreach**

The Consultant shall coordinate and promote a Public Informational meeting to discuss the results of the Trial. The Consultant will produce visual materials including but not limited to: power-point slides, visual simulations, color renderings, presentation boards, and handouts.

## **P. Findings and Recommendations**

The Consultant shall meet with the Town of West Hartford staff to discuss the Phase II Study and Trial results. Afterwards, the Consultant shall present the Study and Trial results to the Town Council and make a recommendation to permanently implement the North Main Street Road Diet, return North Main Street back to its pre-road diet configuration, or some other configuration or improvements.

Information presented will determine if the road diet is successful or not. Measures of success or failure include the following (listed in no particular order):

1. Crash frequency and severity
2. Emergency vehicle accessibility/response time
3. Pedestrian and bicyclist usage and safety
4. Intersection or roadway segment congestion
5. Neighborhood traffic safety issues
6. Travel time run results
7. Traffic queue measurements
8. Intersection/driveway accessibility
9. Public feedback (summarized survey results)

If needed, the Consultant shall provide recommendations to accommodate increased capacity along North Main Street, Trout Brook Drive, and/or Mountain Road and any affected roadways connecting these arterials as necessary to mitigate any traffic capacity impacts generated by the Trial. The Town of West Hartford will not allow Leading Pedestrian Intervals as part of the recommendations.

## **Q. Deliverables**

### **1. Project Documents**

The Consultant shall provide an electronic copy of the Phase II study files in Microsoft Word, Excel, Powerpoint, AutoCAD, and Synchro. The Consultant shall also provide three sets of three ring binders containing all of the Phase II study information.

### **2. Traffic Count and Analysis Results**

The Consultant shall provide Synchro intersection capacity and queue analysis results for the weekday afternoon peak hour for the before and during the Trial scenarios. In addition, average daily traffic volumes and prevailing speed results shall be summarized.

### **3. Road Diet Trial Implementation Plans**

Develop AutoCAD road diet trial implementation plans showing the North Main Street corridor from Albany Avenue to Farmington Avenue identifying the proposed Trial area



as outlined in Section E, "Road Diet Trial Implementation Plans". The plans shall be provided to the Town as an AutoCAD file and three 24" by 36" full size hard copies.

#### **4. Cost Estimates**

The Consultant shall provide an itemized cost estimate for the implementation of the Trial including the following information, assuming a contractor performs all of the work:

1. Pavement markings – removal of existing pavement markings and the installation of temporary paint markings,
2. Traffic signage removal and installation
3. Traffic signal modifications
4. Restoration of all pavement markings, signage, and traffic signals to the pre-Trial condition.

The Consultant shall also provide an itemized estimate for any proposed traffic mitigation, intersection improvements, and roadway improvements along or between North Main Street, Trout Brook Drive, and Mountain Road.

#### **5. Traffic Diversion/Queue Schematics**

Develop schematics identifying the length of the traffic queues during the weekday afternoon peak hours for the North Main Street, Trout Brook Drive, and Mountain Road corridors and the intersecting side streets listed in Sections B1 and J1, "Intersection Turning Movement Counts".

The schematics shall provide the following information:

1. Intersection layouts
2. Driveway locations
3. Property addresses
4. Trial pavement markings
5. Queue lengths per travel lane with dimensions

#### **6. Public Outreach Summary**

The Consultant will compile and provide a summary to the Town of all public questions, comments, responses, and the survey results.

## **RFP RESPONSES**

### ***A. Submission Requirements***

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limited to two pages. Identify the designated contact person for all communication regarding this RFP process and include phone and email contact information. Letter shall also include a statement by the respondent accepting all terms, conditions, and requirements contained in this RFP.
4. Response to Request for Proposal: Please provide an overview of your approach to this project. Describe how you would satisfy the requirements of the scope of services section. Provide a description of the company's total resources and identify the personnel that would be assigned to the project with a description of their background and experience. The proposal shall specifically list the tasks it will accomplish and a list of items the consultant's proposal shall not include.
5. Provide complete contact information on at least five (5) references for engagements of a similar nature including a summary of the services provided and the dates the services were provided.
6. Cost proposal shall be inclusive and provide itemized costs associated with the individual elements of the scope of services.
7. Written responses will be accepted at the Department of Financial Services until **2:00 PM on April 8, 2020**. An original reply to this RFP and four (4) copies of the Proposer's information must be delivered to the following:

Peter Privitera  
Director of Financial Services  
Town of West Hartford  
Department of Financial Services  
50 South Main Street  
West Hartford, CT 06107

All RFP packages should be clearly marked and sealed with the Proposer's name and the words "RFP for **North Main Street Road Diet Safety Study – Phase II bid #200024**."

***B. RFP Cost***

Proposers are responsible for all costs incurred in the development and submission of their information packages. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of information by a Proposer.

***C. Prime Respondent Responsibility & Third Party Relationships***

The Proposer should clarify its relationships with parties supplying portions of the RFP solution and specify the portions that each party is providing.

***D. Instructions to Proposers***

1. At the date of opening, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the RFP documents.
2. The Town reserves the right to reject proposal for any reason the Town deems advisable and to award a contract to any of the Proposers of service at the sole discretion of the Town. Any item required in this request for Proposal that is not included in a respondent's Proposal shall be specifically noted. If there are no specifically noted exclusions in a Proposal it will be assumed that the Proposer accepts and understands all of the requirements of this RFP.
3. A pre-bid conference will be held on **March 24, 2020 at 11:00 AM in room 217 of Town Hall, 50 South Main St, West Hartford, CT** at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.
4. Questions/Inquiries: Any questions or clarifications about this RFP should be addressed to Tammy Bradley, Sr. Buyer, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107 at [tammyb@westhartfordct.gov](mailto:tammyb@westhartfordct.gov).
5. All RFP responses will be considered confidential information and will not be available for public viewing until a contract award is made.
6. Any proposals must be valid for a period of 120 days from the due date.
7. Vendors who are furnished a copy of this RFP are requested to submit a

receipt acknowledgement as soon as possible indicating their intention to participate in the RFP process to ensure timely receipt of potential corrections, cancellation and addenda. Acknowledgements shall be emailed to Tammy Bradley, Sr. Buyer, Town of West Hartford, at [tammyb@westhartfordct.gov](mailto:tammyb@westhartfordct.gov).

8. Proposers shall provide insurance coverage per the attached Indemnification and Insurance Exhibit.

***E. Taxes***

The Town is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that Proposer may incur as a result of this agreement. The successful Proposer will be obligated to pay property taxes to the Town with respect to any of the Proposer's taxable personal property, motor vehicles or real estate within West Hartford which may be used in conjunction with the performance of this agreement.

***F. Indemnification***

Proposers accept and agree to the attached Indemnification and Insurance Exhibit.

***G. Compliance with Laws***

Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

***H. Non-Discrimination***

The Proposer in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors



and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

***I. Contract for Services***

The Town and Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that Proposer is to perform those services for the term set forth herein and pursuant to the provisions of this agreement; that the Proposer(s) are independent contractors, not employees of the Town, for these purposes and as such neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

***J. Insurance***

Respondents shall provide insurance coverage per the attached Insurance Exhibit.

***K. Public Information & Ownership of Documents***

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town, including any data bases and information systems that are created.

***L. Examination of Documents***

Proposers shall thoroughly examine and be familiar with these Proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposal shall become part of any agreement by reference.

***M. Selection Process and Evaluation Criteria***

The responses to this RFP will be evaluated using the following criteria:

1. Experience with providing Services as described in the Scope of Services section. Specific experience studying and/or designing a road diet on a corridor similar to North Main Street should be demonstrated.
2. Company history, client satisfaction & references.
3. Responsiveness and approach to RFP requirements. Respondent needs to demonstrate project schedule, assuming study will start July 2020.

#### 4. Cost

The Proposal will be evaluated by a Selection Committee who will select a group of finalists. The finalists shall be interviewed to determine, all factors considered, the most qualified and capable firm to provide services to the Town to recommend to the Town's Purchasing Agent for contract award.



## Indemnification and Insurance Exhibit Contractor w/Professional Services

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

### I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

### II. INSURANCE

#### A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- 4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

**B. Required Insurance Coverages:**

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. **Professional Liability (claims-made):** \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed under this Contract.
4. **Valuable Papers and Records Coverage.** \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
5. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
6. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

**C. Additional Terms**

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract