

The INSURANCE CERTIFICATE on the reverse side hereof contains work for the TOWN or for others under permit from the TOWN in ONE OR MORE of the following categories, AS CHECKED by the insurer on said certificate.

(A) FOR THE TOWN UNDER ORDER OR CONTRACT

The following Liability and Indemnity Agreement is to be signed and sworn to by all persons or firms doing miscellaneous work for the TOWN (other than on formal contracts awarded by the TOWN OF CROMWELL) before orders for such work can be issued.

LIABILITY AND INDEMNITY AGREEMENT

The undersigned, hereinafter referred to as the Contractor, in accepting orders of and performing work for the TOWN from the date hereon until _____, 20____ agrees that he will indemnify and save harmless the said TOWN and others set forth in wording (A) of the standard liability-indemnity clause quoted below, and that he will maintain insurance as required hereon.

**STATE OF CONNECTICUT
COUNTY OF MIDDLESEX**

ss.

SIGNED

Contractor

BY

Subscribed and sworn to me on

ADDRESS

this _____ day _____ 20 _____

DATE _____ 20 _____

Notary Public

(B) UNDER DRAIN LAYERS' PERMIT FOR WORK ON SEWERS, LATERALS, CONNECTIONS, ECT.

Such work can be done only upon issuance of a Drain Layers' Permit. In applying for such permits the Drain Layers subscribes to the standard liability and indemnity clause as quoted below (wording B).

(C) UNDER "DEVELOPERS' METHOD" PERMIT-AGREEMENT FOR EXTENSIONS OF SEWERS

Such extensions are done under developers permit-agreement form containing a liability and indemnity clause as quoted below (wording C).

STANDARD LIABILITY – INDEMNITY CLAUSE

The (A) CONTRACTOR
(B) DRAIN LAYER shall at all times indemnify and save harmless the TOWN
(C) DEVELOPER

and its officers, agents and servants, on account of any and all claims, damages, losses, litigation, expenses, council fees and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by the servants, employees or agents of the TOWN, or of the

(A) CONTRACTOR
(B) DRAIN LAYER any contractor, employed by him or
(C) DEVELOPER

any subcontractor or material man, and from injuries (including death) sustained by, or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal

(including the property of the TOWN) caused in whole or in part by the acts or omissions of the (A) CONTRACTOR
(B) DRAIN LAYER
(C) DEVELOPER

any contractor employed by him or any subcontractor or material man or anyone directly or indirectly employed by them or any of them while engaged in performance of any

work (A) FOR THE TOWN
(B) COVERED BY THIS PERMIT and during any maintenance period specified
(C) COVERED BY THIS PERMIT-AGREEMENT

(A) IN THE ORDER THEREFOR
(B) IN THE ORDER AFOREMENTIONED ORDINANCE
(C) THEREIN

INSURANCE PROVISIONS APPLICABLE TO ALL OF ABOVE

The Contractor, Drain Layer or Developer shall, in part, secure his obligations under the Standard Liability and Indemnity clause by maintaining at his own expense with an insurance company licensed to do business in Connecticut, at least the following forms of insurance:

- a. Owners' Protective Liability and Property Damage Insurance for and in the name of the TOWN OF CROMWELL and covering all claims against the TOWN arising out of any work done for or under permit from the TOWN, as above.
- b. Public Liability and Property Damage Insurance, including coverage for acts of subcontractors, for all liability assumed under the TOWN's standard liability-indemnity clause and, where applicable, coverage for use of explosives, for collapse of buildings and for damage to underground properties, and coverage required by law or municipal ordinance or regulation.
- c. Automobile Liability and Property Damage Insurance, including coverage for hired or borrowed cars.
- d. Worker's Compensation and Employers' Liability Insurance, as provided by Connecticut law and custom.

The minimum amounts of all such insurance shall not be less than those shown of the TOWN's Standard Insurance Certificate, but the stipulation of minimum amounts or the acceptance by the TOWN of certificates indicating the limits of coverage shall in no way limit the liability of the Contractor, Drain Layer or Developer to any such amounts.

Acceptable certificates on the TOWN'S standard form shall be submitted in duplicate before work is begun. Work shall not be continued after the expiration of any of the above forms of insurance until the same has been renewed. If the TOWN so requires, original policies or certified copies thereof shall be submitted in lieu of certificates.

(including the property of the TOWN) caused in whole or in part by the acts or omission of the (A) CONTRACTOR
 (B) DRAIN LAYER
 (C) DEVELOPER

It is agreed that ten days' notice of cancellation or restrictive amendment of said policies shall be mailed to the town, and it is further agreed that the company will be billed all premiums and audit charges earned under the protective liability policy to the above-named person or firm.

MINIMUM INSURANCE REQUIREMENTS

(Public Liability and Owner' Protective Liability)

Category A and/or C **1,000,000**

Bodily Injury Each
 Occurrence

1,000,000

Property Damage Each
 Occurrence

Category B **300,000**

Bodily Injury Each
 Occurrence

300,000

Property Damage Each
 Occurrence

LIMITS SHALL BE HIGHER IF AND WHEN REQUIRED BY ANY FEDERAL, STATE, OR LOCAL LAW, ORDINANCE, OR REGULATION.

 Insurance Company

BY _____
 Authorized Agent or Official

 Address of Agent or Official

 Date 20