

## ARTICLE 10 INSURANCE REQUIREMENTS

A. The Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be covered thereby are through the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Workers' Compensation:

Coverage	Statutory
Extensions	Voluntary compensation All states coverage employers Employer's liability - unlimited

2. Commercial General and Umbrella Liability

Coverage	Occurrence using ISO occurrence Form CG 00 01 07 98 or later form
Limits per project	General Aggregate - \$2,000,000.00 Products - Completed/Operations - \$1,000,000.00 Personal & Advertising Injury - \$1,000,000.00 Fire Damage (any one fire) - \$50,000.00 Medical Expenses (any one person) - \$10,000.00 Umbrella - \$10,000,000.00

3. Automobile Liability (all vehicles  
hired or non hired) \$1,000,000.00 per accident

4. If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:

\$1,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years

following acceptance by the District of the Certificate of Completion.

5. Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the contract with the Owner.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. The testing company shall also provide proof of Workers' Compensation and NY State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

B. The insurance required to be procured by the Contractor pursuant to paragraph A of this Article 10 shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best rating of "secured" or better. The Contractor must submit the Certificate of Insurance to the Architect or Construction Manager for the Owner's approval prior to the commencement of any work.

C. All insurance coverage to be provided by the Contractor pursuant to paragraph A of this Article 10 shall include a cancellation notice to the Owner of at least thirty days.

D. All insurance coverage to be provided by the Contractor shall name the Owner, the Construction Manager and the Architect as additional insureds on the policy. Additionally, the insurance coverage to be provided by the Contractor pursuant to paragraph A of this Article 10 shall state that the Contractor's coverage shall be the primary coverage for the Contractor's work.

E. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, the Architect and the Construction Manager harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor.

F. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of contract and subjects the Contractor to liability for damages, including but not limited to

direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner, Architect and Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. The Contractor shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in paragraph A of this Article 10 and adjusted to the nature of subcontractors' operations and submit same to the Owner for approval prior to start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Engineers, Construction Manager, Consultants, and Sub-consultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

H. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of Contractor's employees from whatever cause arises. Any policy of insurance secured covering the Contractor or Subcontractors leased or hired by them and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

J. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

K. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.

L. Review and acknowledgment of the Certificate of Insurance by the Owner, Construction Manager or the Architect shall not relieve or decrease the liability of the Contractor hereunder.

M. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for himself, to pay premiums, and to charge the cost to the Contractor.