

**23.5** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**23.6** Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**23.7** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**23.8** Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in §23.4.1 through §23.4.4 caused in whole or in part by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under §23.4.1 through §23.4.4 caused, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by it, or by anyone for whose acts Owner may be liable.

**23.9** Contractor shall designate a responsible member of Contractor's organization at the Work Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to Owner.

**23.10** Contractor shall not load or permit any part of the construction or Work Site to be loaded so as to endanger its safety.

**23.11** Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner, other Subcontractors or separate contractors caused by the Contractor's or any of its Subcontractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

## **24. INSURANCE.**

**24.1** Prior to commencing performance of the Work, Contractor shall obtain and maintain in full force and effect during the term of this Contract, and any renewal or modification thereof, at its expense, insurance coverage of the types and, at minimum, in the coverage limits listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to Owner, who have been fully informed as to the nature of the Work to be performed and any modification(s) thereto. This insurance shall cover the premises on operations of the Contractor and shall cover all Subcontractors. Policies for insurance must be written as to include contingent liability and contingent property damage insurance to protect Contractor against claims arising from the operations of Subcontractors. Owner may require Contractor to secure miscellaneous property insurance, elevator insurance or other forms of indemnity protection depending upon the Work to be performed. Additional coverage types or limits may be required by Owner if any policy contains a contractual liability exclusion. Policies must protect the Contractor, Subcontractors (as defined in the General Conditions), Owner, and Architect/Engineer from any and all claims which may arise out of or result from the Contractor's or any Subcontractor's performance under the Contract and for which

the Contractor or Subcontractor may be legally liable, whether such operations be by 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.

**24.2** The insurance required hereunder shall be written for not less than the following amounts, or greater, if required by law:

**24.2.1** Workers Compensation & Disability: State Statutory Amounts

**24.2.2** Employer's Liability: \$1,000,000 aggregate and each occurrence

**24.2.3** Commercial General Liability (including Premises; Independent Contractor's Protective; Bodily Injury; Property Damage; Contractual Liability; and Products and Completed Operations to be maintained for two years after Final Payment): \$1,000,000 aggregate and each occurrence

**24.2.4** Business Automobile Liability with: \$1,000,000 aggregate and each occurrence

**24.2.5** Contractors Pollution Liability: \$1,000,000 aggregate and each occurrence

**24.2.6** Umbrella Excess Liability: \$3,000,000, aggregate and each occurrence which may be used to fund any portion of the insurances required above.

**24.3** Coverage listed in this Article 24, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. Claims-made policies shall be maintained for three (3) years from the date of Final Payment.

**24.4** Contractor and Subcontractors (through Contractor), within Ten (10) Days of the date of issuance of Notice of Intent to Award, shall supply the Owner with a Certificate(s) of Insurance, evidencing compliance with the minimum requirements listed above and shall within Thirty (30) Days thereafter furnish Owner with certified copies of the policies. The certificates and the insurance policies required by this §24.4 shall contain a provision that coverage will not be canceled or allowed to expire until at least Thirty (30) Days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment as required by the Contract Documents. Information concerning reduction of coverage on account of revised limits or claims paid under occurrence, aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

**24.5** With the exception of Workers Compensation, Disability and Professional Liability, Contractors and Subcontractors shall have the Owner and Architect/Engineer each added as an additional insured to all policies. The insurance policies shall be endorsed to indicate that they are primary as respects the Owner and Architect/Engineer of record and not contributory with any other insurance available to either of those parties. Each policy shall contain the following cross liability provision.

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may

be made in the same manner as if separate policies had been issued to each insured hereunder."

**24.6** Waivers of Subrogation: Each Contractor and Subcontractor waives all claims, losses, damages, or expenses against the Owner, Architect/Engineer, Contractor, the other Subcontractors and each of their respective officers, directors, members, partners, subcontractors, subconsultants, agents, and employees, as applicable, from risks actually insured. Insurance policies shall provide such waivers of subrogation by endorsement or otherwise.

**24.7** In accordance with New York State General Municipal Law §108 this Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees, in compliance with the provisions of the New York State Workers' Compensation Law.

**24.8** The Contractor shall not commence Work unless and until all required certificates have been submitted to and accepted by the Owner. Acceptance by the Owner of a certificate hereunder does not excuse the Contractor from securing a policy consistent with all provisions of this Article or of any liability arising from its failure to do so.

**24.9** The Contractor shall be responsible for providing continuous insurance coverage in the manner, form and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.

**24.10** In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Owner. Upon quitting the Site, except as otherwise directed by the Owner, the Contractor shall leave all plant, materials, equipment, tools and supplies on the Site. Contract time shall continue to run during such periods, no extensions of time shall be granted, and Contractor shall be liable for any delays to the Project incurred by Owner or by other Contractors to their Work. The Owner may also declare the Contractor in default for failure to maintain required insurance.

**25. WORKER'S COMPENSATION AND DISABILITY INSURANCE.** Pursuant to General Municipal Law §108, this Contract shall be void and of no effect unless Contractor and each Subcontractor, if any, shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees, in compliance with the provisions of the Worker's Compensation Law, unless Contractor is exempt and provides the applicable New York State Workers Compensation Board certificate of exemption.

**26. UNEMPLOYMENT BENEFITS.** Contractor shall take out and maintain during the life of this Contract adequate unemployment benefits insurance, in compliance with New York Labor Law Article 18, for all employees and will also require all Subcontractors, if any, to maintain such insurance.

**27. INDEMNIFICATION.**

**27.1** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the services performed and/or goods provided pursuant to this Contract.

**27.2** Without limiting the foregoing, to the fullest extent permitted by law, Contractor specifically agrees to defend, indemnify and hold Owner harmless against claims, including claims by Contractor's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of, directly or indirectly, the services performed and/or goods provided by Contractor or its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives pursuant to this Contract.

**27.3** In the event that any claim is made or any action is brought against Owner arising out of, in connection with or otherwise relating to this Contract either within or without the scope of Contractor's duties, obligations or applicable industry standards, or those of any of Contractor's respective officers, directors, partners, members, employees, contractors, agents, or other representative's; then Owner shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, costs, losses, damages or causes of action. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded the Owner, nor shall it constitute a waiver of that the Owner's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Contract.

## **28. WARRANTY.**

**28.1** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**28.2** Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the Work being performed, and in accordance with all requirements of the Contract Documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

**28.3** If, within one (1) year after the date of Final Completion of the Work or designated portion thereof, any of the Work is found to be not in accordance with the requirements of the Contract Documents, regardless of prior acceptance by Owner, the Contractor shall correct it promptly, after receipt of written notice from the Owner to do so. Owner shall give such notice promptly after actual discovery of the condition. This period of one (1) year shall be extended with respect to portions of the Work first performed after completion of the Work by the period of time between completion and the actual performance of that portion of the Work. This obligation under this §28.3 shall survive acceptance of the Work and expiration or earlier termination of this Contract.

**28.4** The warranty in §28.3 is separate from the warranties in §28.1 and §28.2 and shall not be construed as a period of limitation on the warranties under §28.1 and §28.2.