

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 and New York State Disability Insurance**
Statutory Workers Compensation (C-105.2 or U-26.3) and New York State Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state.
Extensions Voluntary compensation
 All states coverage employers
 Employer's liability - unlimited
2. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence
\$2,000,000 General Aggregate on per project basis
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal & Advertising Injury
\$100,000 Fire Damage (any one fire)
\$10,000.00 Medical Expenses (any one person)
3. **Owners Contractors Protective (OCP) Insurance**
\$2,000,000 per occurrence, \$4,000,000 aggregate with the Owner as the Named Insured and there will be no additional insureds on OCP policies.
4. **Automobile Liability**
\$1,000,000.00 combined single limit per accident for all vehicles (owned, hired, borrowed or non-owned)
5. **Umbrella/Excess Insurance**
Coverage in all instances shall be on a follow-form basis or provide broader coverage than the general liability insurance and the automobile liability insurance. The insurance coverage shall apply on a per project basis.

<u>Amount of Prime Contract</u>	<u>Amount of Umbrella/Excess Insurance</u>
less than or equal to \$5,000,000	\$5,000,000
\$5,000,0001 to \$6,000,000	\$6,000,000
\$6,000,0001 to \$7,000,000	\$7,000,000
\$7,000,0001 to \$8,000,000	\$8,000,000

Amount of Prime Contract

\$8,000,0001 to \$9,000,000

Greater than or equal to \$9,000,001

Amount of Umbrella/Excess Insurance

\$9,000,000

\$10,000,000

6. 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 the 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 on a per project basis.

7. Additional Insurance when the project requires the removal of asbestos, lead and/or other hazardous materials

Asbestos/Lead Abatement/Pollution Liability Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate on a per project basis, 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 the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall obtain and maintain pollution liability broadened coverage (ISO endorsement CA 9948 or CA 0112) 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 Owner of the Certificate of Completion.

B. The coverages required pursuant to paragraph A of this Article 10 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.

C. The insurance required to be procured by the Contractor pursuant to paragraph A of this Article 10 shall be purchased from and maintained by insurance carriers licensed to do business and admitted to issue the type of insurance provided in the State of New York, with an A.M. Best rating of "A-" or better.

D. 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. The failure of the Owner to object to the contents of a certificate of insurance or the absence of same shall not be deemed a waiver of any rights held by the Owner.

E. 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.

F. The Contractor agrees to effectuate the naming of the Owner, the Construction Manager and the Architect as additional insureds on the policies providing the insurance coverage described in paragraph A of this Article 10, except for Workers' Compensation and New York State Disability Insurance. 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 and non-contributory coverage for the Owner and the Owner's Board of Education, employees and volunteers including a waiver of subrogation in favor of the Owner for all coverages including Workers' Compensation.

G. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). A completed copy of the additional insured endorsements must be attached to the Certificate(s) of Insurance that include General Liability, Auto Liability and Umbrella/Excess coverages together with a copy of the declaration page of the General Liability, Auto Liability and Umbrella/Excess policies with a list of endorsements and forms.

H. Each Certificate of Insurance must describe the services provided by the Contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.

I. At the Owner's request, the Contractor shall provide a copy of the policy endorsements and forms for the policies listed in paragraph A of this Article 10.

J. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law or gravity related injuries. No policies containing escape clauses or exclusions contrary to the Owner's interest will be accepted.

K. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "yes" answers on Items G through L on this form, additional details must be provided in writing. Policy exclusions may not be accepted.

L. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible or self-insured retention, 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 or self-insured retention, which deductible and self-insured retention shall in all circumstances remain the sole obligation and expense of the Contractor.

M. 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.

N. The Contractor shall require all subcontractors to obtain and maintain the same types of insurance with the same limits of coverage and same additional insureds as set forth in paragraph A of this Article 10 and the subcontractors policies must comply with all the requirements set forth in this Article 10. Contractor shall confirm each subcontractors compliance with the insurance requirements of this Article 10 and collect proof of each subcontractor's insurance prior to the start of any work by the subcontractor. In the event a subcontractor fails to obtain the required insurance 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 Documents.

O. 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 such items that the Contractor or Subcontractors leased or hired 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.

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

Q. 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.

R. 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.

S. 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 itself, to pay premiums, and to charge the cost to the Contractor.

ARTICLE 11

REQUIRED BONDS FOR THE PROJECT