

Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability, auto liability and umbrella/excess liability policies or as otherwise described in the Contract Documents. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1, but required by the Clause;
- .3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The policy naming the District as an Additional Insured shall:

- .1 Be an insurance policy from an A.M. Best A-rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.
- .2 State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.
- .3 Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- .4 The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
  - a. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
  - b. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
  - c. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
  - d. 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.
- .5 The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

**§ 11.1.3** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.4** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4.1** The Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

- 1.** Subcontractors are subject to the same terms and conditions stated in this section and must submit the same to the District/BOCES for approval prior to the start of any work.
- 2.** In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers 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.

**§ 11.1.5** The limits of liability of the insurance required above shall be as follows:

- 1.** Commercial General Liability (CGL)  
Limits of Insurance not less than:
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal & Advertising Injury
  - \$2,000,000 General Aggregate per project/location
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$100,000 Fire Damage Legal Liability
  - \$10,000 Medical Expense
- a.** The CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply on a per-project basis.
- b.** CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c.** Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 38 and CG 20 37 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be a broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Attached to each certificate of insurance shall be copies of all the additional Insured Endorsements and supporting documentation for primary and non-contributory coverage and waiver of subrogation addressed in c.) above.
- e.** Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.
- 2.** Automotive Liability
  - a.** Business Auto Liability with combined single limit of at least \$1,000,000 each accident for bodily injury and/or property damage.
  - b.** Business Auto coverage must include coverage for liability arising out of all owned,

Init.

**c.** Owner and other parties required by the Owner, shall be included as additional insured on the auto policy on a primary and non-contributing basis.

2. Umbrella limi

than \$1,000,00.

Commercial General Liability Policy.

Liability coverages maintained by the Contractor:

Insured Endorsement addressed in b.) and c.) above as well as a waiver of subrogation.

# Workers Compensation and Employers Liability and New York State Disability

shall be attached to the policy.

state. The form can be completed and submitted directly to the WC Board online.

## Environmental Impairment Liability (Pollution Liability Insurance) (EIL)

### Certificate of Completion.

on the ELL policy on a primary and non-contributing basis.

Contract with the District/BOCES.

**Owner's Protective Liability Insurance:** A separate policy of insurance which must be with a New

shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of

two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner and Owner's Representative, their agents, officers and employees, with respect to said work. For projects greater than \$1,000,000 and/or work over 1 story (10 feet), said separate policy shall be in the amounts of Two Million Dollars (\$2,000,000) per occurrence, and in the aggregate of Four Million dollars (\$4,000,000) for bodily injury and property damage and shall provide coverage for the Owner and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.

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Prior to commencing the Work, the Owner shall supply the Contractor and Owner's Representative with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk shall protect the Contractor, the Contractor's Subcontractors, sub-subcontractors, the Architect and the Owner's Representative from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, lightning, explosion, windstorm, hail/flood, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insured's, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000.

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The Contractor/subcontractors shall purchase Installation Floater Coverage. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

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The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.

**§ 11.1.6 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### **§ 11.1.7 MISCELLANEOUS PROVISIONS**

**§ 11.1.7.2** In addition to the above, Contractor will also satisfy any insurance required by any governmental authority.

**§ 11.1.7.3** Each insurance certificate will have the following entities listed as "named insured" or "additional insured": Contractor, Owner (full name), Collins+Scoville Architecture | Engineering | Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.

**§ 11.1.7.4** Two (2) certificates of insurance shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.

**§ 11.1.7.5** Certificates shall be accompanied by a statement of any deductibles, self-insured retentions and exclusion in the policy, including endorsements affecting the coverage for additional insureds.

**§ 11.1.7.6** The Contractor shall exhibit any and all policies within three (3) days if demanded by the Owner, Construction Manager or Architect.

**§ 11.1.7.7** This insurance must be purchased from a New York State licensed and admitted, A.M. Best Rated "A-", "A", or "A+" carrier.

**§ 11.1.7.8** A copy of the requirements for insurance set forth herein shall be forwarded by the Contractor to the Contractor's insurance carrier to ensure that required coverage is provided.

#### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

#### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity

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