

Contractor's Name					
Contractor's Address					
Contractor's Office Phone					
Contractor's Fax Number					
Contractor's Email Address					
<b>Labor Rate Breakdown</b>					
Worker's Title		<b>Journeyman</b>	<b>1.5 Rate</b>	<b>Foreman</b>	<b>1.5 Rate</b>
Base Hourly Rate					
<b>Payroll Tax &amp; Insurance:</b>	<b>\$ Per Hr.</b>				
FICA					
Federal Unemployment					
State					
Workers Compensation					
Disability					
Other (Explanation Required)					
<b>Subtotal</b>					
<b>Benefits:</b>	<b>\$ Per Hr</b>				
Vacation					
Health & Welfare					
Pension					
Annuity					
401K Fund					
Other (Explanation Required)					
Other Explanation Required)					
<b>Subtotal</b>					
<b>Hourly Labor Rate</b>					

## ARTICLE 10 INSURANCE REQUIREMENTS

A. Within ten (10) days of the award of the bid, 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 Disability:

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	\$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate - on a per project basis  Products/Completed Operations - \$2,000,000.00  Personal & Advertising Injury - \$1,000,000.00  Fire Damage (any one fire) - \$100,000.00  Medical Expenses (any one person) - \$10,000.00

3. Owners and Contractors Protective Liability Insurance:

- a. \$2,000,000 per occurrence, \$4,000,000 general aggregate for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story.
  - b. \$1,000,000 per occurrence, \$2,000,000 general aggregate for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- Excess Liability (excess coverage shall be on a follow-form basis):
- a. \$10,000,000 for contracts greater than \$1,000,000, or any contracts involving scaffolds or work above a height of one story

- b. \$5,000,000 for contracts less than or equal to \$1,000,000 that do not involve scaffolds or work above a height of one story.
- 4. Automobile Liability  
(all vehicles hired or non hired) \$1,000,000.00 per accident
- 5. If this project requires the removal of asbestos and/or hazardous materials, Contractors shall provide hazardous material liability insurance as follows:  
  
\$2,000,000 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.
- 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.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Contractor hereby agrees to effectuate the naming of the Owner, Architect and Construction Manager as an additional insured on the Contractor's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- a. The policy naming the Owner, Architect and Construction Manager as an additional insured shall:
  - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed and admitted to do business in New York State.
  - ii. State that the coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

- b. The Owner, Architect, and Construction Manager shall be listed as an additional insured by using endorsement CG 2038 or equivalent. The decision to accept an alternative endorsement rests solely with the Owner. A completed copy of the endorsement must be attached to the certificate of insurance.
- c. The certificate of insurance must describe the work that is covered by the liability policies.
- d. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.
- e. The Contractor agrees to indemnify the Owner, Architect and Construction Manager for any applicable deductibles and self-insured retentions.

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. Article 10 of the General Conditions shall remain in effect and the Contractor will be required to provide the insurance set for therein. The Contractor will be permitted to commence work on the Project with the insurance certificates currently on file with the Owner. On or before July 15 of each year, the Contractor will substitute said insurance certificates with insurance in strict compliance with Article 10. In addition to any other rights or remedies that the Owner may have in law, equity or pursuant to the General Conditions of Construction set forth in the Agreement between the Owner and the Contractor, in the event the Contractor fails to provide evidence of the insurance required by Article 10 by July 15, the Owner shall assess liquidated damages of \$1,000 for every day the Contractor fails to meet the requirements for insurance as set forth in Article 10 through final completion of the Project or the date the required insurance is submitted, whichever is earlier.

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 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 for the Owner's approval prior to the commencement of any work. **EXCESS OR SURPLUS LINE INSURANCE CARRIERS WILL NOT BE ACCEPTED.**

D. 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 pursuant to the policy terms and conditions. All insurance coverage to be provided by the Contractor shall name the Owner, Architect, and Construction Manager as additional insureds on the policy, with the exception of Owners Contractors Policies. 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 Contractor's work. Contractors shall include a completed copy of the ACORD 855 - NY Construction Certificate of Liability, with explanations of "yes" responses to Items G through L.

E. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or a self-insured retention, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, Construction Manager, and the Architect harmless from the payment of such deductible or self-insured retention, 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 insurance coverages and limits of liability, as set forth in paragraph A of this Article 10 and submit same to the Owner for approval prior to start of any work. In the event the Subcontractor is unable to provide insurance by a carrier that is licensed and admitted to do business in New York, the Owner reserves the right to accept Excess or Surplus lines insurance coverage for said Subcontractor, in the Owner's sole discretion. Notwithstanding the foregoing, the Owner is under no obligation to waive the requirement that the insurance be supplied by an insurer licensed and admitted in New York. 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, Construction Manager, the Architect, Engineers, 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 the 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.

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

J. The Owner and the Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance policy procured, pursuant to paragraph A of this Article 10, or other property insurance applicable to the Contractor's work.

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

## **ARTICLE 11 REQUIRED BONDS FOR THE PROJECT**

A. Within ten (10) days of the award of the bid, the Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VII" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Contractor.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.