

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.

The insurance required to be procured pursuant to this Article shall be purchased from and maintained by an insurance carrier licensed and admitted to do business in the State of New York, with an AM Best rating of A-, VIII, or better. The Contractor must submit the Certificate of Insurance to the Construction Manager for the Owner's approval prior to the commencement of any work. EXCESS OR SURPLUS LINE INSURANCE CARRIERS WILL NOT BE ACCEPTED.

1. **Workers' Compensation, Paid Family Leave and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3), NYS Paid Leave and NYS 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. The form can be completed and submitted directly to the WC Board online.
2. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000 aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.
3. **Owners Contractors Protective (OCP) Insurance:**
For Projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only:
\$1,000,000 per occurrence, \$2,000,000 aggregate with the Owner as the named insured.

For Projects greater than \$1,000,000 and/or work above one story (10 feet):
\$2,000,000 per occurrence, \$4,000,000 aggregate with the Owner as the named insured.

The Owner will be the named insured on OCP Policies. There will be no additional insureds on any OCP Policies.

4. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

5. **Umbrella/Excess Insurance**
\$5,000,000 each occurrence and aggregate for general construction (including plumbing, electrical, and HVAC) and no work at elevation (<1 story or 10 feet) or Project values less than or equal to \$1,000,000.

\$10,000,000 each occurrence and aggregate for high-risk construction, work at elevation (>1 story or 10 feet) or Project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Automobile Liability coverages.

6. **Asbestos/Lead Abatement/Pollution Liability Insurance**
If the Project requires the removal of asbestos and/or hazardous materials, the Contractor 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 the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or CA 01 12), 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.

7. **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.

B. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the Owner, the Architect, and the Construction Manager as an additional insured on the Contractor's Commercial General Liability and Excess/Umbrella insurance policies.

1. The policies naming the Owner, the Architect, and the Construction Manager as named insured or additional insured, as applicable, shall:

- a. be an insurance policy from an A.M. Best A- rated insurer, licensed and admitted to conduct business in New York State; and
- b. state that the coverage shall be primary and non-contributory coverage for the Owner, its Board, employees, and volunteers with a waiver of subrogation in favor of the Owner for all coverages including Workers Compensation.

2. 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). 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 to include General Liability, Automobile Liability and Umbrella/Excess coverages.

3. 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.

4. 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.

5. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity-related injuries.

6. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

7. The Contractor agrees to indemnify the Owner, the Architect and the Construction Manager for any applicable deductibles and/or self-insured retentions.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for three (3) years following the completion of work. The Contractor shall also provide proof of Workers' Compensation and New York State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of \$2,000,000 each occurrence and in the aggregate.

C. 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.

D. 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 \$1,000.00 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.

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 pursuant to the policy terms and conditions. All insurance coverage to be provided by the Contractor shall name the Owner, the Architect, and the 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. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items A through L on this Form -- additional details must be provided in writing. Policy exclusions may not be accepted.

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, the Architect, and the Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. 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 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. The failure of the Owner, Construction Manager or Architect 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 Owner.

H. SubContractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the 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 defend, indemnify, defend, and hold harmless the Owner, Construction Manager, the Architect, Engineers, Consultants, and Sub-consultants and their officers, members of the Board, 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.

I. 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.

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

K. 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.

L. 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.

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, Labor and Material Payment Bond and Maintenance Bond (to be in effect during the warranty period) 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 "VIII" or better as to