

### CONTRACTORS INSURANCE REQUIREMENTS

- 1) The Contractor, prior to signing of the contract, shall provide to the Village of Mt. Kisco and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a) Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
  - b) General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - i) Premises - Operations;
    - ii) Any deductibles shall not be the liability of the Village of Mt. Kisco, New York.
  - c) Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - i) Owned automobiles;
    - ii) Hired automobiles;
    - iii) Non-owned automobiles.
  - d) Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that the Village of Mt. Kisco is not responsible for the premium.
  - e) Umbrella Liability Insurance Policy - \$5,000,000 single limit endorsed that the
    - i) Village of Mt. Kisco is not responsible for the premium.
  - f) Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Village of Mt. Kisco.
  - g) Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.
- 2) The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least a Best rating of A-.
- 3) All policies and certificates of the Contractor shall contain clauses as follows:
  - a) The insurance companies issuing the policy or policies shall have no recourse against the Village of Mt. Kisco, New York for payment of any premium or for assessments under any form of policy.
  - b) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
  - c) In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the

Village of Mt. Kisco, New York, by registered mail, return receipt requested.

- 4) All property losses shall be made payable to and adjusted with the Village of Mt. Kisco.
- 5) All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
- 6) Other coverages may be required by the Village of Mt. Kisco based on specific need.
- 7) If, at any time, any of the said policies shall be or become unsatisfactory to the Village of Mt. Kisco, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Village of Mt. Kisco the Contractor shall promptly obtain a new policy, submit same to the Village of Mt. Kisco, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the Village of Mt. Kisco, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
- 8) In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
- 9) The Insurance Policy shall be endorsed to name the Village of Mt. Kisco, Bar Down Studio, and any directors, officers, employees, consultants, subsidiaries, and affiliates, as additional insured on
  - a) all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the Village of Mt. Kisco and Bar Down Studio shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.
- 10) Copies of the insurance policies shall be submitted to the Village of Mt. Kisco attorney for approval prior to the signing of the Contract.