

SECTION E
INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Town of Greenburgh, 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. 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:
 - (1) Premises - Operations;
 - (2) Contractual as respect this contract including the indemnification set forth in Section 146 - Indemnity Clause of the General Conditions.
 - (3) Any deductibles shall not be the liability of the Town of Greenburgh.
 - b. Owners and Contractors Protective Liability Policy - \$2,000,000 single limit endorsed that Town of Greenburgh is not responsible for premium.
 - c. Automobile Liability Insurance with a 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:
 - (1) Owner automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. Compensation, Disability and Employer's Liability Insurance 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.

- e. 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 Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his subcontractors assessed against the owner under the authority of said law.
2. All policies and certificates of insurance of the Contractor shall state that "the Town of Greenburgh is an additional insured" under the policy.
3. The Contractor, as part of the Contract, shall agree to the following clauses for all policies and certificates of insurance:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the Town of Greenburgh for payment of any premiums 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. The Contractor agrees to indemnify and hold harmless the Town of Greenburgh and its offices, employees, agents and officials for any and all such deductibles.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Town Engineer, Town of Greenburgh, 177 Hillside Avenue, White Plains, New York 10607, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the Town.
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 coverage may be required by the Town of Greenburgh based on specific needs.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall promptly obtain a new policy, submit the same to the Department of Law of the Town of Greenburgh for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Town, 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 from 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 amount 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 such additional security covering such claims.