

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 010200 – INSURANCE REQUIREMENTS

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1. GENERAL REQUIREMENTS

- A. In addition to the requirements specified under Article 11 of the General Conditions and the insurance required by law, the Contractor shall, before commencing work under this Contract and during the period of construction to the date of final acceptance by the Owner, purchase, effect, and maintain insurance coverage as described in this section.
- B. No Subcontractor shall be permitted to undertake any portion of this Contract without first having presented to the Contractor certification attesting to similar coverages as are required of the Contractor under this section. Such certification shall be issued to and in a form acceptable to the Contractor.
- C. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor agrees to effectuate the naming of the Owner, the Architect and the Construction Manager (when applicable) as Additional Insureds on the Contractor's insurance policies, with the exception of Workers' Compensation and NY State Disability.
- D. Each policy naming the Owner, the Architect and the Construction Manager (when applicable) as additional insureds 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; and
 2. State that the organizations coverage shall be primary and non-contributory coverage for the Owner, its Board of Education, employees and volunteers including a waiver of subrogation in favor of the Owner 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 Owner, the Architect and the Construction Manager (when applicable) for both on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent), latest version. The decision to accept an endorsement rests solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages. Contracts with subcontractors shall require them to provide the same additional insured coverages and documents.

2. CERTIFICATES OF INSURANCE

- A. Certificates of Insurance shall be transmitted in duplicate to the Architect for forwarding to the Owner, and any Certificate found to be incomplete or not according to the proper form will be returned as being unsatisfactory. A letter of transmittal from each insurance company involved must be submitted certifying that the certificate is issued pursuant to their authorization.
- B. The certificate of insurance must describe all services provided by the contractor (ie. roofing, carpentry or plumbing, etc.) that are covered by the liability policies.

- C. At the Owner's 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 so requested, the Contractor will provide a copy of the policy endorsements and forms.
- D. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
- E. No policies containing escape clauses or exclusions contrary to the Owners interests will be accepted.
- F. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) 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.
- E. The Contractor agrees to indemnify the Owner for any applicable deductibles and self-insured retentions.
- G. Certificates shall contain:
 - 1. Name and address of the insured.
 - 2. Job location and title of the Contract.
 - 3. Policy number and expiration date.
 - 4. Issuance date of Certificate.
 - 5. Types of coverage included.
 - 6. Limit of Liability for each type used.
 - 7. Types of operations covered (Classifications).
 - 8. Types of operations or of coverages specifically excluded.
 - 9. Thirty (30) day cancellation or non-renewal notice.
 - 10. Owner, Architect or Owner representatives as additional insured.
 - 11. Hold Harmless Clause indemnifying Owner, Architect or Owner representatives.
 - 12. Name of Insurance Company.
- H. The delivery of Certificates of Insurance authorizes the Owner or Architect to make direct inquiry of and to receive direct response from the insurance carrier regarding questions arising during the performance of the Work which are pertinent to the coverages under the policies.

3. TYPES AND MINIMUM LIMITS OF COVERAGE

- A. The Contractor will obtain and keep in full force and effect during the term of the Contract, at the Contractor's sole cost and expense, the following insurance:
- B. Commercial General Liability Insurance
 - o \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - o \$2,000,000 Products and Completed Operations
 - o \$1,000,000 Personal and Advertising Injury
 - o \$100,000 Fire Damage
 - o \$10,000 Medical Expense
 - o The general aggregate must apply on a per-project basis.
- C. Automobile Liability
 - o \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

D. Workers' Compensation and NYS Disability Insurance

- Statutory Workers' Compensation (C-105.2 or U-26.3); and New York State 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 New York State. The form can be completed and submitted directly to the Workers' Compensation Board online.

E. Builders Risk

- Must be purchased and maintained by the Owner to include the interest of the Owner, Contractor, Subcontractors and Sub-Subcontractors jointly. The limit must reflect the total completed value – all material and labor costs, and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

F. Umbrella/Excess Liability Insurance

- Umbrella/Excess coverage must be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.
- \$5 million each Occurrence and Aggregate for general construction work and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.
- \$10 million each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project value greater than \$1,000,000.

G. Asbestos/Lead Abatement/Pollution Liability Insurance

- \$2,000,000 per Occurrence/\$2,000,000 Aggregate, including products and completed operations. Such insurance shall include coverage for the Contractors operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with 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 must maintain 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 these specifications and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.
- 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 under the Contract with the Owner.

H. Owners Contractors Protective (OCP) Insurance: The Contractor will obtain and keep in full force and effect during the term of this Contract, at the Contractor's sole cost and expense, Owners Contractors Protective (OCP) Insurance. The Owner will be the Named Insured on all OCP policies and there will be no additional insureds.

1. For projects less than or equal to \$1,000,000 and work on one (1) story (10 feet) only; \$1 million per occurrence, \$2 million aggregate with the Owner as the Named Insured.
2. For projects greater than \$1,000,000 and/or work over one (1) story (10 feet); \$2 million per occurrence, \$4 million aggregate with the Owner as the Named Insured.
3. The OCP Policy must be with a NYS licensed and admitted carrier.

- I. Contractor's Contingent Liability: The Contractor shall procure, pay for, and maintain such insurance as will protect the Contractor from his contingent liability for damages and for injury to the person or property of another which may arise from the operations of all Subcontracts under this Contract.
- J. Contractor's and Employees' Equipment: The Contractor assumes responsibility for all injury to or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of Contractor's employees from whatever cause arises.

4. CONTINUITY

- A. Contractor acknowledges that failure to obtain the foregoing insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the Owner to object to the contents of the certificate or the absence of same not be deemed a waiver of any rights held by the Owner.
- B. Subcontractors are subject to the same terms and conditions as stated herein and must submit to the Owner for approval prior to the start of any work.
- C. 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 Owner, its Board, employees, volunteers, the Architect and the Construction Manager (when applicable) 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.
- D. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage 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 and the Architect, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.
- E. 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.
- F. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.
- G. 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 or other property insurance applicable to the Contractor's Work.
- H. Before commencement of its Work, the Contractor shall obtain and pay for such insurance as may be required to comply with its obligations pursuant to the Contract, including, but not limited to any indemnification and hold harmless provisions.

- I. Review and acknowledgment of the Certificate of Insurance or other proof of insurance by the Owner or the Architect shall not relieve or decrease the liability of the Contractor hereunder.
- J. If the terms of policies expire 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 therefor, and to charge the cost thereof to the Contractor.
- K. In the event of loss by fire or other insured hazard during the term of the Contract, the Contractor shall cooperate with the Owner and Architect and the insurance adjusters in all procedure's incidental to the expeditious adjustment of the loss and shall during this period maintain progress of construction. The Contractor will not be relieved from his obligations for the proper execution of his Contract except that the time of completion may be extended for such number of days as may have been delayed by reason of such loss, as determined by the Architect.

END OF SECTION