



INSURANCE REQUIREMENTS – CAPITAL CONSTRUCTION

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the BOCES, Construction Manager, and Architect as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the BOCES, Construction Manager, and Architect as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, **licensed and admitted** to conduct business in New York State. A New York licensed and admitted insurer is **required**.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the BOCES, its Board, employees and volunteers, and Construction Manager, and Architect including a waiver of subrogation in favor of the BOCES for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the BOCES, Construction Manager, and Architect for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rests solely with the BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages. A copy of the Acord 855 Form is required to be sent for review.
3.
 - a. 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.
 - b. At the District's/BOCES' 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 requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - d. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.



- e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) 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.
- 4. The contractor agrees to indemnify the BOCES for applicable deductibles and self-insured retentions.
- 5. Minimum Required Insurance:
 - a. **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. Products and completed operations coverage must remain in effect for **three years** after project completion and acceptance of the work performed.
 - b. **Owners Contractors Protective (OCP) Insurance**
For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only.
\$1,000,000 per occurrence, \$2,000,000 aggregate with the BOCES as the Named Insured. There will be no Additional Insureds on any OCP Policies.
For projects greater than \$1,000,000 and/or work over 1 story (10 feet);
\$2,000,000 per occurrence, \$4,000,000 aggregate with the BOCES as the Named Insured. There will be no Additional Insureds on any OCP Policies.
The OCP Policy must be with a NYS licensed and admitted carrier.
 - c. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - d. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability Laws].
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.

e. **Cyber**

The contractor must carry coverage applicable to first- and third-party claims, arising from a cyber incident that could impact the district's data the contractor may have in their possession. Limits shall be the greater of those carried by the Contractor or \$250,000 per incident and \$250,000 in the aggregate. If coverage is on a claims-made basis, coverage must have a retroactive date no later than the date of agreement with the BOCES and provide coverage for two years following the date of Final Completion of the Project. **The Cyber policy must be with a NYS licensed carrier.**

f. **Builder's Risk**

Must be purchased and maintained by the Owner of the property. 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 project is completed and/or the property occupied and put to its intended use.

g. **Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and 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) and 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 Auto Liability coverages.

6. **Subcontractors are subject to the same terms and conditions as stated above and must submit same to the BOCES for approval prior to the start of any work.**

7. Contractor acknowledges that failure to obtain such insurance on behalf of the BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the BOCES. The contractor is to provide the BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of



the BOCES 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 BOCES.

8. 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 BOCES, its Board, employees and volunteers, and Construction Manager, and Architect 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.**

ADDITIONAL REQUIREMENTS ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS

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 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 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 OCES 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 performed under the Contract with the BOCES.