

Exhibit A: Addendum to AIA Document A401 – 2017 (page 1 of 5)

Insurance Requirements

Project: Bedford Central School District – Phase 2-Bond Improvements at Fox Lane High School, Middle School and Administration Building

Types of Insurance

Subcontractor is required to procure, maintain and fully satisfy the insurance requirements imposed by Owner under the Prime Contract, which insurance requirements are included in Contractor's FTP site

[http://www.piazzabrothers.com/ftp/jobs/Bedford CSD Phase 2](http://www.piazzabrothers.com/ftp/jobs/Bedford_CSD_Phase_2)

and are incorporated herein. Please supply proof of insurance on the Acord 25 and Acord 855 for review (attached are sample copies of said forms) along with copy of your GL and Umbrella/Excess policy for review.

<u>General Liability per Project limit:</u>	General Aggregate	\$4,000,000
	Products-Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$2,000,000
	Fire Damage (any one Fire)	\$300,000
	Medical Expense	\$10,000

<u>Automobile Liability:</u>	Combined Single Limit	\$1,000,000
-------------------------------------	-----------------------	-------------

<u>Workers' Compensation Coverage</u>	Statutory
--	-----------

(Proof of coverage must be on specific form as described and required by NYS worker's comp board. Acord certificates are NOT acceptable. If the Subcontractor is not from the State of New York they will be required to show evidence with an original Workers' Compensation Certificate of Insurance and a copy of their Workers' Compensation policy, both endorsed with the following language: "Coverage is extended to include all New York operations in accordance with the provisions of the New York Workers' Compensation Laws".

<u>Disability and Paid Family Leave Benefit Coverage</u>	Statutory
---	-----------

<u>Employers Liability</u>	Each Accident	\$1,000,000
	Disease - Policy Limit	\$1,000,000
	Disease – Each Employee	\$1,000,000

<u>Excess or Umbrella</u>	Occurrence	\$10,000,000
	Aggregate	\$10,000,000
	Excess or Umbrella Policy(ies) must include excess coverage for General Liability, Automobile Liability, and Employers Liability.	

<u>Professional Liability / Errors and Omissions (if applicable)</u>	Each Occurrence / Aggregate	\$1,000,000
	Tail Coverage (years)	3 years minimum

<u>**Contractors Pollution Liability/ Asbestos/Lead Abatement</u>	Each Occurrence / Aggregate	\$5,000,000
	Completed Operations Coverage	3 years minimum

<u>**Riggers Liability</u>	Limit of Liability	As required by Owner
-----------------------------------	--------------------	----------------------

** If applicable per requirements of items d, e, & f on page 3 of 4 of this Exhibit A Addendum

Exhibit A: Addendum to AIA Document A401 – 2017 (page 2 of 5)

Insurance Requirements

Project: Bedford Central School District – Phase 2-Bond Improvements at Fox Lane High School, Middle School and Administration Building

All of the following are required to be listed as Additional Insureds on the General Liability, Umbrella/Excess, Automobile Liability and Contractors Pollution Liability Policies on a primary and non-contributory basis:

Owner: Bedford Central School District, its Board of Education, employees and Volunteers
632 South Bedford Rd
Bedford, NY 10506

Architect: BBS Architects, Landscape Architects and Engineers P.C.
244E Main Street
Patchogue, NY 11772

Construction Manager: Arris Contracting Co., Inc.
198 Smith Street
Poughkeepsie, New York 12601

Contractor: Piazza Inc. / Piazza Brothers Inc
3 W Stevens Drive
Hawthorne, NY 10532

Other Required Additional Insureds: All other individuals and entities required under the Prime Contract and other Contract Documents to be named as additional insureds. All other individuals or entities as may later be identified in writing by Owner or Construction Manager.

Piazza Inc. / Piazza Brothers Inc. are to be listed as the Certificate holder and also as an Additional Insureds.

Coverage is to be primary and non-contributory including umbrella/excess liability coverage. A waiver of subrogation in favor of the Contractor, Owner, all other Additional Insureds, their agents and any other person or entity required to be entitled to a waiver of subrogation under the Prime Contract, this Subcontract or the Contract Documents shall apply.

Additional insured coverage should include coverage for both premises and operations as well as completed operations. Additional insured should be provided using Insurance Services Office, Inc. (ISO) forms CG 2010 10/01 and CG 2037 10/01 or their equivalents. (4/13 or later edition of ISO forms are not acceptable.)

Exhibit A: Addendum to AIA Document A401 – 2017 (page 3 of 5)

Insurance Requirements

Project: **Bedford Central School District – Phase 2-Bond Improvements at Fox Lane High School, Middle School and Administration Building**

Owner's Insurance Requirements:

Subcontractor is required to procure, maintain and fully satisfy the insurance requirements imposed by Owner under the Prime Contract, which insurance requirements are included in Contractor's FTP site, located at

<http://www.piazzabrothers.com/ftp/jobs/Bedford CSD Phase 2>

and are incorporated herein. In the event of a conflict, difference or variance between Owner's insurance requirements in the Prime Contract (located in Contractor's FTP site and attached hereto) and the Subcontractor's Insurance Requirements set forth below, Subcontractor is required to follow the requirement(s) that afford the greatest and broadest amount of coverage and limits. Subcontractor acknowledges that failure to obtain such insurance as required by Owner and as required by Contractor (set forth below) constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to Contractor, including, but not limited to, the remedies available to Contractor under Article 7 of this Subcontract.

Subcontractor is required to supply proof of insurance by submitting an Acord 25 (Certificate of Insurance) and an Acord 855, along with complete copies of Subcontractor's General Liability and Umbrella/Excess policies and any other policy documents required by Owner or Contractor. Subcontractor acknowledges that Owner, Owner's Risk Manager, the Construction Manager or other authorized representative/agent, will review Subcontractor's insurance to determine compliance with the Owner's insurance requirements, and that Owner and/or Construction Manager has the right to reject Subcontractor's insurance as non-compliant with Owner's insurance requirements.

Contractor's Insurance requirements:

Prior to commencement of work or services performed under this Agreement, Subcontractor shall procure at its own expense, and at all times thereafter maintain with insurers licensed and admitted to do business in New York and through insurance policies acceptable to the Owner and Contractor the following:

- a) Workers' Compensation Coverage with occupational disease coverage and Employer's Liability Coverage in accordance with federal and state laws. Workers' Compensation Coverage shall have limits that satisfy statutory requirements. Employment Liability Coverage shall have limits of not less than \$1,000,000 each accident or occurrence. Proof of coverage must be on specific form as described and required by NYS worker's comp board. Acord certificates are NOT acceptable

(if the Subcontractor is not from the State of New York they will be required to evidence an original Workers' Compensation Certificate of Insurance and a copy their Workers' Compensation policy, both endorsed with the following language: "Coverage is extended to include all New York operations in accordance with the provisions of the New York Workers' Compensation Laws".

- b) Commercial General Liability policy must include a Per Project Limit equal to the General Aggregate Limit. General Liability Coverage with a per occurrence primary minimum limits of liability listed on the 'Types of Insurance' Section of this addendum for Bodily Injury, Personal Injury, Property Damage and Products Liability, with Completed Operations coverage for all such coverages. Commercial General Liability policy terms and conditions shall also include: (1) Premises/Operations coverage that includes all work and services performed by Subcontractor and Subcontractor's subcontractors, vendors and personnel from a professional employer organization, an employee leasing company, or a similar service that Subcontractor retains; (2) Contractual Liability Endorsement that provides insurance coverage for Subcontractor's contractual obligations including but not limited to Subcontractor's indemnity obligations under the subcontract; (3) Products/Completed Operations coverage must include six year extension beyond date Subcontractor's work is completed; (4) Broad Form Property Damage including completed operations coverage; (5) Independent Contractors coverage; (6) Explosion, Collapse and Underground Property Damage Liability coverage; (7) Severability of interests; (8) The elimination of exclusions pertaining to operations performed within 50 feet of railroads. Contractor, Owner, Owner's Board of Education and its employees and volunteers, Architect, Architect's Consultants, Construction Manager and all others identified in the Types of Insurance section above shall be named as Additional Insureds per the required forms and as required in the Types of Insurance section. Additional insured coverage shall be on a primary and non-contributory basis.
- c) Automobile Liability Coverage of not less than primary minimum limits of liability listed on the 'Types of Insurance' Section of this addendum per accident, covering all owned, non-owned, hired, borrowed or leased vehicles or other vehicles used in Subcontractor's operations and services. MCS-90 Endorsement required if transporting hazardous waste or materials from

Exhibit A: Addendum to AIA Document A401 – 2017 (page 4 of 5)

Insurance Requirements

Project: **Bedford Central School District – Phase 2-Bond Improvements at Fox Lane High School, Middle School and Administration Building**

work worksite. Subcontractor's policy shall be endorsed to include the Contractor, the Owner, the Architect, the Architect's consultants, Construction Manager and all others identified in the Types of Insurance section above shall be named as Additional Insureds via ISO Endorsement CA 20 48 or its equivalent, as well as a waiver of subrogation via ISO Endorsement CA 04 44 or its equivalent.

- d) Contractor's Pollution Liability Insurance covering all lead, asbestos, mold and any other pollution and/or toxin with limits not less than primary minimum limits of liability listed on the 'Types of Insurance' Section of this addendum for bodily injury, personal injury, property damage and clean-up costs including completed operations, broad form contractual (including coverage for third-party claims) and independent contractors coverage. Insurance coverage must include on-site, off-site and in-transit exposures, must include loading and unloading coverage, and must be written on occurrence form. Contractor, Owner, Owner's Board of Education and its employees and volunteers, Architect, Architect's Consultants, Construction Manager and all others identified in the Types of Insurance section above shall be named as Additional Insureds per the required forms and as required in the Types of Insurance section. Additional insured coverage shall be on a primary and non-contributory basis. (Applicable only to Subcontractors performing any remediation of hazardous/toxic substance and/or transportation/disposal of hazardous substances)
- e) Riggers Liability Insurance with a limit of liability of at least minimum primary limits of liability listed on the 'Types of Insurance' Section of this addendum or an amount sufficient to provide full replacement cost of property in Subcontractor's care, custody or control, whichever is higher.
- f) Professional Liability Insurance where Subcontractor undertakes design responsibilities and/or supervisory responsibilities pursuant to the Subcontract with a minimum primary limit of liability listed on the 'Types of Insurance' Section of this addendum. Any such coverage shall provide for "tail coverage" extending not less than 6 years following the end of the policy period or substantial completion of Subcontractor's work, whichever is latest.
- g) Excess or Umbrella Liability Insurance which follows the form of the primary coverage identified in b, c, d and e above, as well as, Employers' Liability with a minimum limit of liability listed on the 'Types of Insurance' Section of this addendum.
- h) Except for Professional Liability Insurance all insurance policies shall be occurrence-based policies.
- i) Insurance policies can not contain any of the following Exclusions or Limitations:
 - Height Limitation or Exclusion
 - Injury to independent contractors Exclusion
 - Injury to Employees or Employees of Contractors
 - Designated Operations Exclusion
 - Overspray Exclusion
 - Amendment / Exclusion of Contractual Liability
 - Amendment of an Insured Contract Definition
 - Labor Law / Action Over / Third Party Exclusion
 - Territory Limitation / Exclusion
 - Insured versus Insured Exclusion (Named Insured vs Named Insured acceptable)
- j) Subcontractor's General Liability policy, Automobile Liability policy, Umbrella/Excess Policy and Contractor's Pollution Liability policy must all be endorsed to include as Additional Insureds the Contractor, Owner, Owner's Board of Education and its employees and volunteers, Architect, Construction Manager, and any other person or entity required to be named as an Additional Insured under the Prime Contract, this Subcontract or the Contract Documents. All Subcontractor furnished insurance shall afford additional insured coverage on a primary and non-contributory basis before application of any other insurance available to Contractor, Owner and the other Additional Insureds identified above or set forth in Section 12.1.6 of Article 12 of the AIA Document A401-2017. With respect to the Umbrella/Excess policy, primary and non-contributory additional insured coverage must be afforded by endorsement. Additional insured coverage shall comply with the requirements set forth in the Types of Insurance section of this Addendum.

Exhibit A: Addendum to AIA Document A401 – 2017 (page 5 of 5)

Insurance Requirements

Project: Bedford Central School District – Phase 2-Bond Improvements at Fox Lane High School, Middle School and Administration Building

- k) Impairment, exhaustion or unavailability of the full limits of the required insurance coverages shall constitute a breach of this obligation.
- l) Subcontractor shall incorporate this insurance procurement requirement into all sub-contracts or agreements Subcontractor enters into for work, labor and/or services performed as a result of this subcontract.
- m) Risk of Loss: All Risk of Loss of specified materials shall remain with Subcontractor until completion of the work under this contract and final payment is made by Owner.
- n) Compliance With Laws: The Subcontractor agrees that all work performed, including all equipment utilized, by him/her, his/her agents, servants and/or employees shall comply with and conform to all applicable Federal, State and local laws, rules and regulations, and this includes all Equal Opportunity Work Laws and regulations. To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless the Contractor, the Owner, the Architect, and the Architect's consultants from any and all claims for OSHA violations except for any such claims caused by the sole negligence of the Contractor, General Contractor and/or Owner, or the Architect or their employees.
- o) Waiver of subrogation and notice of cancellation: Subcontractor, to the extent required of the Contractor under the Prime Contract, waives all rights of subrogation against the Contractor, the Owner, all other Additional Insureds, and any other entity identified in the Contractor's subrogation waiver in the Prime Contract, and their respective agents, officers, directors, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. All of Subcontractor's insurance policies shall be endorsed to provide that the insurance will not be cancelled, materially changed or not renewed without at least thirty (30) days prior written notice to Contractor and the other Additional Insureds.

List of requirements for sub-contractor to submit for review:

1. General Liability
 - a. Copy of additional insured endorsements for ongoing & completed operations need must be supplied
 - b. Copy of waiver of subrogation endorsement must be supplied
 - c. Copy of primary/non-contributory endorsement must be supplied
 - d. Copy of the per project aggregate endorsement must be supplied
 - e. Copy of general liability forms page needs to be supplied
2. Commercial Auto
 - a. Copy of the additional insured endorsement must be supplied
 - b. Copy of the waiver of subrogation endorsement must be supplied
3. Excess Liability
 - a. Copy of primary/non-contributory endorsement must be supplied
4. Workers compensation
 - a. Copy of the workers compensation page noting NY in item 3A is required
 - b. Copy of waiver of subrogation for NY
5. Certificate of insurance Acord 25 (sample form attached)
 - a. Please follow the requirements in the Sub Contractor Agreement
6. Acord 855 (sample form attached)
 - a. Please submit a completed, signed, and dated ACORD 855.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION**CERTIFICATE NUMBER:****REVISION NUMBER:****A. Insurer**

- ☐ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☐ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
- ☐ Type of construction: _____
- ☐ Building height: _____
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
- ☐ Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☐ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☐ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)

DRAFT

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies licensed to do business in State of New York, having an A.M. Best "A-" or better rating, and one to which the Owner has no reasonable objection such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entitles shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project. As required by the New York State Workers' Compensation Law, all out of state contractors working in New York must provide a Workers' Compensation Insurance Policy that specifically lists New York in Item 3A of the Policy Information page;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but obligated by the Contract Documents to provide the insurance required by that section;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18;
- .9 Where the Contract or Subcontract involves asbestos, the insurance required by Section 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time period. If there is a limitation, it will be at the Owner's discretion to accept or reject that limitation;
- .10 Insurance must remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with Section 12.2.2.2;

- .11** Liability insurance (including Umbrella Excess Liability policy) shall include all major divisions of coverage and be on a comprehensive basis. The required coverage shall be written on an occurrence basis and shall include the following:
- a. Premises Operations (including X, C and U coverage as applicable).
 - b. Independent Contractor's Protective.
 - c. Products and Completed Operations.
 - d. Contractual, including specified provision for Contractor's obligation under Section 3.18 of the General Conditions.
 - e. Owned, non-owned and hired motor vehicles.
 - f. Broad Form Property Damage including Completed Operations.
 - g. Pollution Legal Liability Insurance (as applicable to the Prime Contract or Subcontract including asbestos abatement activities).
 - h. Personal injury liability with Employment Exclusion deleted.
- .12** The insurance policies required to be purchased and maintained by the Contractor under this Agreement shall be: (i) written on an occurrence basis, and (ii) shall be primary on a per project basis for the defense and indemnification of any action or claim asserted against the Owner (and its Board, employees and volunteers), Construction Manager, Architect, and/or the Contractor for Work performed under the Agreement regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary. The policies of the Owner and Architect and their consultants shall be excess and noncontributory.
- .13** 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.

The Contractor shall not commence work under this Contract and shall not be considered "approved" until it has obtained all insurance required in this Article 11 and the Specifications, and such insurance has been approved by the Owner; nor shall the Contractor allow any of its Subcontractors to commence work under its Subcontract until it has obtained all similar insurance for protection of itself, the Contractor and the Owner.

§ 11.1.2 The insurance required by Article 11 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. 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, and, with respect to the Contractor's completed operations coverage, until the expiration of three years after Final Completion of the Work. All coverages are to be written on an occurrence basis unless approved by the Owner.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 11 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.3.1 The insurance requirements set out herein and elsewhere in the Contract Documents are independent from all other obligations of the Contractor under the Contract Documents and apply whether or not required by any other provision of this Agreement.

§ 11.1.3.2 Neither the Owner or Construction Manager shall have any duty to the Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished by the Contractor or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure to detect that the Contractor has not submitted certificates, or proper certificates, or is otherwise not in compliance with the insurance-related provisions of the Agreement shall not be considered a waiver or other impairment of any of the Owner's rights under such insurance-related provisions.

§ 11.1.4 The Contractor shall cause all liability insurance policies coverage required by the Contract Documents (excluding Workers' Compensation) to include (1) the Owner (and its Board of Education, employees and

volunteers), Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner (and its Board of Education, employees and volunteers) as additional insureds on a primary and non-contributory for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. 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.

§ 11.1.5 It is expressly understood and agreed that:

- .1 The amount of insurance provided in the insurance coverages required by Article 11 and any other provision of the Contract Documents shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.
- .2 Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense and shall not be charged back to the Project.
- .3 The carrying of insurance described shall in no way be interpreted as relieving the Contractor or any Subcontractor of any responsibility or liability under the Contract.
- .4 In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice.
- .5 Any work performed without having the insurance coverage is at Contractor's own risk.
- .6 The Contractor agrees to indemnify the Owner for any applicable deductibles and self-insured retentions.

§ 11.1.6 Schedule of Insurance

The Contractor and its Subcontractors, at their own expense, shall procure and maintain the following insurance coverages with limits of liability not less than the limits specified, or greater if required by law.

§ 11.1.6.1 Workers' Compensation and Employers' Liability

Workers' compensation and employers' liability insurance coverage complying with the laws of the Project location and elsewhere as may be required and shall include a minimum of:

Workers' Compensation	Statutory
Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit

The workers' compensation and employers' liability policies shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers, Construction Manager and Architect.

§ 11.1.6.2 Commercial General Liability

Commercial general liability written on ISO occurrence form providing coverage for Premises and Operations, Products-Completed Operations, Independent Contractors, Personal and Advertising Injury (Employment Exclusion deleted), Blanket Contractual Liability, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards).

Occurrence Form:	
General Aggregate:	\$2,000,000 (per project)
Products/Completed Operations	
Aggregate:	\$2,000,000 (per project)
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Property Damage (Aggregate)	\$2,000,000 (per project)
Property Damage (Each Occurrence)	\$1,000,000
Fire Damage (any one fire):	\$300,000
Medical Expense (any one person):	\$10,000

The Contractor shall cause the commercial liability coverage required herein to include Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations provided by the General Liability coverage form CG 00 01 in connection with work to be completed by the Contractor and all subcontractors and consultants, with the Owner and its Board of Education, employees and volunteers, Architect and Construction Manager named as additional insureds, on a primary and non-contributory basis, including ongoing and completed operations using ISO form CG 20 10 04/13 or the CG 20 38 04/13 combined with the CG 20 37 04/13. Products and Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment and must provide that the Owner and its Board of Education, employees and volunteers are additional insureds on a primary, non-contributory basis for the same period (using ISO form CG 20 10 04/13 or CG 20 38 04/13 combined with the CG 20 37 04/13). These limits must apply on a per project basis. Coverage must be written on CG 00 01 form or its equivalent. The commercial general liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers, Construction Manager and Architect.

DRAFT

§ 11.1.6.3 Automobile Liability

Business automobile liability, including liability arising out of any owned, leased, non-owned or hired automobile with per accident limits of liability of not less than \$1,000,000. The Contractor shall cause the automobile liability coverage required herein to include the Owner and its Board of Education, employees and volunteers, Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory basis. The automobile liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers, Construction Manager and Architect.

§ 11.1.6.4 Owners and Contractors Protective Liability Insurance

The Contractor shall procure and maintain at the Contractor's own expense until final completion of the Work covered by the Contract, and any extension thereof, Owners and Contractors Protective Liability Coverage issued in the name of the Owner and covering the liability for damages imposed by law upon the Owner with respect to all operations under the agreement by the Contractor or its Subcontractors, including omissions and supervisory acts of the Owner. Such policy shall be delivered to the Owner no later than fifteen (15) days of awarding the Contract. Unless otherwise specifically required by special specifications, each policy shall be issued with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

§ 11.1.6.5 Pollution Legal Liability Insurance

If the Work includes the removal, mitigation or other handling of pollutants or hazardous materials of any type, the Contractor will be required to carry and maintain pollution legal liability insurance coverage with the minimum limits set forth below, in a form acceptable to the Owner and written by an insurance company acceptable to the Owner. Proof of such coverage shall be provided prior to the commencement of the Work. With coverage for the services rendered for the Owner, including, but not limited to removal, replacement enclosure, encapsulation and 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. The limits shall be as follows:

Each Occurrence:	\$1,000,000
Products and Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000 (specific to the project)

These limits shall include products and completed operations. The Contractor's pollution legal liability policy shall also include coverage for non-owned disposal site liability, mold remediation and related expenses. If retroactive date is used, it must pre-date the inception of the Contract. If the Contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution legal liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90. The coverage shall include a three-year reporting period following substantial completion of the Work. The Contractor shall cause the pollution liability coverage required herein to include the Owner and its Board of Education, employees and volunteers, Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory basis. The pollution legal liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers, Construction Manager and Architect.

§ 11.1.6.6 Umbrella Liability

Provide follow form excess coverage over the commercial general liability, employers' liability, automobile liability

and pollution legal liability (if required by contract) policies with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate specific to the Contract. The Contractor shall cause the excess coverage required herein to include the Owner and its Board of Education, employees and volunteers, Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory basis. The umbrella liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Fire Education, employees and volunteers, Construction Manager and Architect.

§ 11.2 Owner's Liability Insurance

The Owner shall purchase and maintain the Owner's usual liability insurance. Neither the Owner's usual liability insurance nor any other insurance obtained by the Owner reduces or otherwise affects the Contractor's insurance requirements under Section 11.1.

§ 11.3 Property Insurance

§ 11.3.1 The Contractor shall purchase and maintain, in a company lawfully authorized to do business in New York, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Losses up to the deductible amount shall be the responsibility of the Contractor unless caused solely by the Owner.

§ 11.3.1.1 The Contractor's property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.2 The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the Owner as trustee for the insureds, and a provision that it shall not be changed or cancelled and that it will be automatically renewed upon expiration and continued in force unless the Owner is given thirty (30) days written notice to the contrary.

§ 11.3.1.3 The Contractor shall have the sole responsibility to promptly report any loss to the insurer and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The Owner, Construction Manager, Architect, Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.

§ 11.3.1.4 The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the Owner and the insurance company issuing the same.

§ 11.3.1.5 The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Contract or to be a limitation on the nature or extent of such obligations and risks.

§ 11.3.1.6 Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the Owner with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the Owner of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the Owner on any letter or notification that cancels, materially changes, or non- renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the Owner a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the Owner, licensed to do business in the State of New York ("admitted" carrier), and rated at least "A-" by A.M. Best Company.

§ 11.3.2 Boiler and Machinery Insurance. The Owner, if applicable to the Work and at its sole option, may purchase and maintain boiler and machinery insurance or shall do so if required by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance will include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described in this Section 11.3 or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost for it will be charged to the Contractor by appropriate Change Order.

§ 11.3.5 Upon the Contractor's request, the Owner will provide copies of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ 11.3.6 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their respective subcontractors, sub-subcontractors, agents and employees, and (2) the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent of proceeds under property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, by appropriate written agreements, similar waivers each in favor of other parties enumerated in this Section 11.3.6. The policies must provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish performance and labor and material payment bonds, each in an amount equal to one hundred percent (100%) of the Contract Sum, meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner in its sole discretion and, without limitation, complying with the following specific requirements:

- .1 The prescribed form of the performance and payment bonds shall conform to AIA A312-2010, and other shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 The cost of the required bonds shall be included in the Contract Sum;
- .3 Bonds shall be executed by a responsible surety licensed in New York State, listed in the latest issue of the U.S. Treasury Circular 570 and having an A.M. Best's rating of no less than A-/IX and shall remain in effect for a period not less than two years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
- .4 The Contractor shall require the attorney in fact who executes the required bond on behalf of the surety to affix thereof a certified and current copy of his power of attorney indicating the monetary limit of such power. The signatures of the Contractor and Surety shall be acknowledged by a notary public;
- .5 Every bond under this Section 11.4.1 must display the surety bond number.

§ 11.4.2 A rider including the following provisions shall be attached to each bond:

1. This bond includes performance by the Contractor of any correction and warranty obligations in the Contract Documents, including such performance after the dates of Substantial Completion and final completion.
2. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change,

extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

3. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner.

§ 11.4.3 All bonds shall be maintained in full force during the duration of the Project and for a period of two (2) years after the date of the Contractor's acceptance of final payment as guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the comeback warranty period.

§ 11.4.4 The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the Project site, but no later than seven (7) days after execution of the Contract.

§ 11.4.5 The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of Contractor's Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's Work.

§ 11.4.6 If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

§ 11.4.7 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform the surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under any pursuant to any bond issued in connection with the Work.

§ 11.4.8 Notwithstanding any other provisions in any performance or payment bond, it shall not be a condition precedent to termination of a Contract or Contractor that notice be sent to or meeting be arranged or held with the Contractor (principal) and surety, prior to such termination. Any such requirement(s) shall be void and unenforceable and the Owner shall have the right to reject any such bond(s) or ignore such condition. The exclusive method of termination of a Contract or the Contractor is contained in the Contract Documents, and the Contractor and surety expressly agree to be bound thereby.

§ 11.4.9 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.10 The Contractor shall provide for the continuation of the performance bond as a maintenance bond for two (2) full years after the date of final payment request at the full final Contract Sum.

§ 11.5 Neither the procurement nor the maintenance of any type of insurance by the Owner or the Contractor shall in any way be construed or be deemed to limit, discharge, waive or release the Contractor from any of the obligations and risks imposed upon him by the Contract or to be a limitation on the nature or extent of such obligations or risks.

§ 11.6 Nothing in the Contract shall create or give to third parties any claim or right of action against the Contractor, Architect, Construction Manager or Owner beyond such as may legally exist irrespective of the Contract.