

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

Insurance Requirements

Project: **Phase 3 Bond Improvements at Middle School – High School and Ridge Street Elementary for Blind Brook-Rye School District**

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 <https://www.piazzabrothers.com/ftp/jobs/Blind Brook Phase 3-MS HS & Ridge Street ES> 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 |
|-------------------------------------|-----------------------|-------------|

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|--|-----------|
| <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

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Insurance Requirements

Project: **Phase 3 Bond Improvements at Middle School – High School and Ridge Street Elementary for Blind Brook-Rye School District**

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:

Board of Education (and its employees and Volunteers)
Blind Brook-Rye UFSD
390 N. Ridge Road
Rye Brook NY. 10573

Architect: (and its consultants)

BBS Architects Landscape Architects Engineers
244 East Main Street
Patchogue, NY. 11772

Construction Manager: (and its consultants)

School Construction Consultants, Inc.
190 Motor Parkway, Suite 201
Hauppauge, NY 11788

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.

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, 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 edition of ISO forms are not acceptable.) The Additional Insured Endorsements shall specifically list the Additional Insureds by name

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Insurance Requirements

Project: **Phase 3 Bond Improvements at Middle School – High School and Ridge Street Elementary for Blind Brook-Rye School District**

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 <https://www.piazzabrothers.com/ftp/jobs/Blind Brook Phase 3-MS HS & Ridge Street ES> 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 - <https://www.piazzabrothers.com/ftp/jobs/Blind Brook Phase 3-MS HS & Ridge Street ES>) 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.

The required insurance policies shall be issued by an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

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, 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

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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, 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 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 the Division 01, General Requirements, Section 010200 – Insurance Requirements and in Article 11 of the AIA Document A232-2009. 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.

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- 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, 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.



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)



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): | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED | 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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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 |

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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 010200 – INSURANCE REQUIREMENTS

CONTENTS:

1. General Requirements
2. Certificates of Insurance
3. Types of Coverage and Minimum Limits
4. Continuity

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. A New York licensed and admitted insurer is required.
 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. A copy of the Acord 855 Form is required to be sent for review. 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 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. Products and completed operations coverage must remain in effect for three years after project completion and acceptance of the work performed.
- 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 (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 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 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.
- F. Umbrella/Excess Liability Insurance
- Umbrella/Excess coverage shall 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. Cyber: The contractor must carry coverage applicable to the first- and third-party claims, arising from a cyber incident that could impact the Owners 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 Owner 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.**
- J. 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.
- K. 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.

In addition, the Contractor shall be responsible for the indemnification to the Owner and the Architect, of all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

- 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 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.
- E. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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