

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

Insurance Requirements

Project: *Harrison Recreation & Community Center- Phase 2*

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/Harrison_Rec&Community_Ctr PH 2](http://www.piazzabrothers.com/ftp/jobs/Harrison_Rec&Community_Ctr_PH_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
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<u>Workers’ Compensation Coverage</u>	Statutory
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(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
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Employers Liability	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
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** 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: *Harrison Recreation & Community Center- Phase 2*

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:

(Be sure to include all parties required by Contract)

Owner: Town of Harrison
Village of Harrison
1 Heineman Place
Harrison, NY 10528

Architect: KG+D Architects, PC
285 Main Street
Mt. Kisco, NY 10549

Structural Engineer: The Disalvo Engineering Group
93 Lake Ave. Suite 201
Danbury, CT 06810

Mechanical Engineer: OLA Consulting Engineers
50 Broadway
Hawthorne, NY 10532

CIVIL Engineer: Creighton Manning
2 Winners Circle
Albany, NY 12205

Specification Consultant: Kalin Associates
21 Eliot Street
Natick, MA 01760

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. A separate Certificate must also be issued listing as the Certificate holder and as an Additional Insured the Town of Harrison and Village of Harrison, 1 Heineman Place, Harrison, NY 10528

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 20 10 11/85 or CG 2010 10/01 and CG 2037 10/01 or their equivalents. (4/13 edition of ISO forms are not acceptable.)

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

Insurance Requirements

Project: *Harrison Recreation & Community Center- Phase 2*

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/Harrison Rec&Community Ctr PH 2](http://www.piazzabrothers.com/ftp/jobs/Harrison_Rec&Community_Ctr_PH_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 -[http://www.piazzabrothers.com/ftp/jobs/Harrison Rec&Community Ctr PH 2](http://www.piazzabrothers.com/ftp/jobs/Harrison_Rec&Community_Ctr_PH_2)) 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 25s (Certificates of Insurance – one with Piazza Inc/ Piazza Brothers as the Certificate Holder and the other with Town of Harrison/Harrison Village as the Certificate Holder) 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, Architect or other authorized representative/agent, will review Subcontractor's insurance to determine compliance with the Owner's insurance requirements, and that Owner and/or Architect 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, 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 work worksite. Subcontractor's policy shall be endorsed to include the Contractor, the Owner, the Architect, the Architect's consultants and subconsultants, 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.

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Insurance Requirements

Project: ***Harrison Recreation & Community Center- Phase 2***

- 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 and subconsultants 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, Architect and all of the Architect's Consultants and Subconsultants, 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.

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Insurance Requirements

Project: ***Harrison Recreation & Community Center- Phase 2***

- 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 and Subconsultants 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 and its Consultants and Subconsultants or any of 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.

SECTION 007002 - INSURANCE RIDER
 (Supplement to Article 11 of Section 007000, AIA A201-2017 General Conditions
 For Insurance Requirements, for this Project)

Name of Insurance Producer:	
Name of Insured:	

The Contractor shall purchase and maintain during the life of the contract insurances as listed herein. This insurance must be purchased from a New York State licensed, A.M. Best Rated "A" or "A+" carrier. The Owner, the Architect, their Consultants and Subconsultants shall, with the exception of Worker's Compensation and Employer's Liability Insurance, be named as additional named insureds on a primary and non-contributory basis. Contractor must submit additional insured endorsements to the District for approval.

At least ten (10) working days prior to the commencement of the Work, the Contractor and all Subcontractors shall submit to the Owner, through the Architect, a Certificate of Insurance (AIA Form G705) or Accord 25-s showing evidence of insurance coverage as required by these documents. The standard Accord Form of Certificate of Insurance or insurance carrier certificate will be acceptable for employer's liability and statutory Disability. Submit all Workers' Compensation Certificates on form C-105.2, or if funded through the New York State Insurance Fund, on form U-26.3.

All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier.

The certificate shall be issued to the Owner with a provision that in the event the policies are either canceled or diminished, at least 30 days prior notice thereof shall be given to the Owner.

The insurance required for this project shall be written for not less than limits of liability specified in this attachment or otherwise within the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

- .1 General Liability: (Occurrence Form) – Limits Per Project using ISO Form CG 00 01 07 98 or later date

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal and Adv. Injury
\$1,000,000	Occurrence
\$ 50,000	Fire Damage
\$ 5,000	Medical Expense

Coverage to include Broad Form Property Damage, Contractual Liability, Independent Contractors, and Personal Injury. No exclusion for XCU or hazards shall be endorsed to the Policy.

Products and Completed Operations Coverage to be kept in force for 12 months after final payment; a renewal certificate is to be submitted for the project if the coverage renews in less than 12 months following the completion of the project.

Coordinate requirements for additional insurance covering contractual obligations assumed by Contractor as established in Articles 3.18 and 10.3 of these Conditions by using Endorsement ISO Form B, CG2010 11/85 or CG 20 10 10/01 plus CG 20 37 10/01 or equivalent. This endorsement must also reflect that the coverage provided is Primary and Non-Contributory. Waiver of Subrogation applies to all policies for all additional insureds.

.2 Auto Liability to cover ALL autos; or Owned, Hired, Leased and Non-Owned Autos.

\$1,000,000	Combined Single Limit or
\$ 500,000	Bodily injury (per person)
\$1,000,000	Bodily injury (per accident)
\$ 500,000	Property Damage
\$ 5,000	Medical Payments

.3 Excess Liability: Insurance is to cover all stated insurance coverages listed within this Attachment

\$2,000,000	Each Occurrence
\$2,000,000	Aggregate
\$ 10,000	Retention (Maximum)

.4 Workers' Compensation

Statutory	Part A
Statutory	Disability
Employer's Liability	Part B
\$ 500,000	Each Accident
\$1,000,000	Disease Policy Limit
\$ 500,000	Disease Each Employee

.5 Hazardous Material Coverage

Hazardous material liability insurance as follows:	\$1,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations.
Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.	

If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of M CS 90.
Coverage shall fulfill all requirements of the Contract and General Conditions and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

.6 Testing Company Errors and Omission Insurance

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate

for the testing and other professional acts of the Contractor performed under the contract with the Owner.

Further, Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of Subcontractors' operations and submit same to Owner for approval prior to start of any Work.

Further, it is not the intention of these insurance requirements to require each Subcontractor, vendor or material man involved in the work to provide "excess" coverage in the amounts stated herein but the "excess" limit shall be at least 2 times the contract sum entered into between the individual Contractor and the particular Subcontractor, vendor or material man but not less than \$1,000,000.00, each occurrence, \$3,000,000 aggregate and \$10,000 retention (Maximum).

In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless Owner, Architect, Engineers, Consultants and Subconsultants and their agents or employees 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.

The following shall be included as Additional Insureds

- School District (NAME), Members of the Board of Education, any officer, member of its staff, employee, or representative of school district.
- KG+D Architects and ALL consultants listed on the cover of the PROJECT/SPECIFICATIONS MANUAL

Proof of Insurance shall show the following Insureds and Holder:	
(a)	Certificate Holder:
(b)	Additional Named Insureds, on a primary basis:
	Owner
	Architect
	Construction Manager
	Consultants:

05 June 2024
Issued for Bid

Town / Village of Harrison
Harrison Recreation & Community Center
Phase 2

****End of Rider****

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

Before any Contract shall be binding or obligatory upon the Town Board or Village Board, each Contractor shall file with the Town Board or Village Board satisfactory evidence that it is carrying the various types of insurance hereafter set forth with the limits of liability indicated.

- A. The Contractor agrees that it will indemnify and save the Town of Harrison and Village of Harrison harmless from all claims growing out of the demands of the Subcontractors, laborers, workmen, mechanics, material men and furnishers of supplies and equipment.

The Contractor shall furnish satisfactory evidence that all obligations of the nature herein described have been discharged and waived. If the Contractor fails to do so, the Town of Harrison and Village of Harrison may, after having served written notice on said Contractor, either pay the unpaid bills of which the Town of Harrison and Village of Harrison has written notice, deduct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims, until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the Contractor shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of this Contract be construed to impose any obligations upon the Town of Harrison and Village of Harrison to the Contractor, and the Town of Harrison and Village of Harrison shall not be liable to the Contractor for any such payment made in good faith.

- B. In no event shall the final payment of the Contractor nor any part of the retained percentage be due and payable until the Contractor shall deliver to the Town of Harrison and Village of Harrison, a complete release and discharge of all liens arising out of this Contract, receipts showing payment in full to all Subcontractors and material men and an affidavit that so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town of Harrison and Village of Harrison to indemnify him against any lien, and to discharge any lien that has been filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town of Harrison and Village of Harrison all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

General

- All certificates must include policy numbers.
- The policy must be in effect for at least 1 (one) year, the period includes the time for work/performance.
- All certificates must include a description of operations and location(s).

Liability Insurance (Accord 25)

- Additional Insured must name the 'Town of Harrison' and 'Village of Harrison'.
- All insurers must be licensed to do business in the State of New York
- The cancellation period must be at least 15 days' notice by Certified Mail – Return Receipt Requested.

The Description of Operations/Locations/Vehicles should read as follows:

- "The Town of Harrison and the Village of Harrison, KG+D Architects, PC, and all of the Architect's Consultants and Subconsultants are included and must be named as Additional Insureds. The Insurer must be licensed to do business in the State of New York. The cancellation period must be at least 15 days' notice by Certified Mail - Return Receipt Requested."
- The description section must also include a specific and detailed description of the operation and location of work (i.e. masonry work – 5 Harrison Ave or masonry work - as specified on PO)

Certificate Holder - must list the Town of Harrison and Village of Harrison as shown below:

Town of Harrison
 Village of Harrison
 1 Heineman Place
 Harrison, NY 10528

Limits must meet or exceed the following:

- General Liability \$1,000,000; Property, 500k/500k, Bodily - \$2,000,000 - Aggregate;
- Auto Liability must be at least \$1,000,000

Worker's Compensation (C-105.2) and Disability Benefits (DB 120.1)

- Worker's Compensation and NYS Disability Benefits Law (DBL) as required by New York State.
- Separate certificates must be submitted for Worker's Compensation and Disability. Please list:
 Town of Harrison
 Village of Harrison
 1 Heineman Place
 Harrison, NY 10528
- If exempt from Workers Compensation/Disability Benefits, please provide form CE-200.

The following Indemnification Agreement shall be, and is hereby a provision of the Contract:

"The Contractor agrees to protect, defend, indemnify and hold the Town of Harrison and the Village of Harrison, their officers, agents and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material, workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right, or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder. The Bidder further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. Such indemnification shall not be construed to indemnify the Town of Harrison and Village of Harrison for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town of Harrison and Village of Harrison or its employees."

The successful Bidder shall include the premium costs of these policies in the Bid price of the work.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

The successful bidder will be required to furnish Performance and Labor and Material Payment Surety Bonds satisfactory to the **Town of Harrison and Village of Harrison** for a sum equal to **one hundred (100%) percent** of the amount of the Contract, guaranteeing faithful performance and satisfactory completion of the work and further guaranteeing the payment of all Subcontractors, suppliers, material men, etc., in connection with work all in accordance with the Plans and Specifications and in compliance with the terms of the Contract at the time of the signing of the Contract. The bidder's **Bid Bond or Certified Check of five (5%) percent** will be returned at the time of the Contract signing.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance³

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such

insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed.

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.



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)