



SAMPLE INSURANCE REQUIREMENTS – CAPITAL CONSTRUCTION

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



- e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any “Yes” answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.
- 4. The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
- 5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.
 - b. **Owners Contractors Protective (OCP) Insurance**
For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only;
\$1,000,000 per occurrence, \$2,000,000 aggregate with the District/BOCES as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet); \$2,000,000 per occurrence, \$4,000,000 aggregate with the District/BOCES as the Named Insured.

The OCP Policy must be with a NYS licensed and admitted carrier.

The District/BOCES will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.
 - c. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - d. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption



must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

e. **Builder's Risk**

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

f. **Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.

\$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

6. Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.
7. **Subcontractors are subject to the same terms and conditions as stated above and must submit same to the District/BOCES for approval prior to the start of any work.**
8. In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. **This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.**



ADDITIONAL REQUIREMENTS ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS

Asbestos/Lead Abatement/Pollution Liability Insurance

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

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.

Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the District/BOCES.