

CONTRACT INSURANCE REQUIREMENTS

ALL CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE TOWN CLERK AND APPROVED BY THE TOWN ATTORNEY PRIOR TO THE COMMENCEMENT OF ANY WORK

1. All coverage required for this project shall be placed with an Insurance Company “Admitted” to conduct business in New York State and having a Best Rating of A+XII or better. Insurance coverage submitted from an Insurance Company of a lesser rating may not be accepted.
2. The Contractor, prior to signing of the contract, shall provide to the Town of Ossining and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York. Certificates of insurance must include copies of all additional insured endorsements.

Commercial General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverages:

- (1) Premises/Completed Operations;
- (2) Any deductibles shall not be the liability of the Town of Ossining, New York.

Limit of Insurance

\$1,000,000 per occurrence
\$2,000,000 aggregate

Coverage shall include, but is not limited to:

1. Bodily Injury
2. Property Damage
3. Products and Completed Operations
4. Contractual Liability
5. Personal/Advertising Injury

Automobile Liability Insurance with the single limit of liability per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:

- (1) Owned automobiles;
- (2) Hired automobiles;
- (3) Non-owned automobiles.

Umbrella Liability Coverage

The Umbrella Liability Coverage must respond over the underlying coverage as required above. (Except for Workers Compensation, Disability,)

Workers Compensation. The Contractor shall maintain during the life of this contract the statutory Workmen's Compensation and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Disability. The contractor shall maintain during the life of this contract the statutory Disability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Disability Insurance for all of the latter's employees to be engaged in such work.

3. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the **Town of Ossining New York** for payment of any premium or for assessments under any form of policy.

- b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Town of Ossining, New York 10562**, by registered mail, return receipt requested.
- 4. All property losses shall be made payable to and adjusted with the **Town of Ossining**.
- 5. Other coverage may be required by the **Town of Ossining** based on specific need.
- 6. If, at any time, any of the said policies shall be or become unsatisfactory to the **Town of Ossining**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Town of Ossining**, the Contractor shall promptly obtain a new policy, submit same to the Town of Ossining, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Town of Ossining may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
- 7. The Town of Ossining and its officers, agents, employees, and affiliated entities as additional insureds. All coverage shall apply on a Primary and Non Contributory basis in favor of the Town of Ossining
- 8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
- 9. The Contractor agrees to protect, defend, indemnify and hold the **Town of Ossining** and its officers, employees and agents 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 in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

Agreed to By:

Contractor

Signature

Print Name

Date
