Appendix C

Minimum Contract Terms and Conditions and Insurance Requirements

APPENDIX C

1.   The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

    A.   Commercial General Liability ("CGL") coverage with limits of Insurance of not less than $1.000,000 each occurrence and $2,000,000 Annual Aggregate.

      i. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

      ii. CGL coverage shall be written on ISO Occurrence form. CC 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations. and personal and advertising injury, blanket contractual including injury to subcontractors' employees.

      iii. Owner and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Owner and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.

      iv. Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

    B.   Automobile Liability

      i. Business Auto Liability with limits of at least $$1,000,000 each accident.

      ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

      iii. Owner and their agents, officers, directors and employees shall be included as insureds on the auto policy.

C. Commercial Umbrella

    i. Umbrella limits must be at least $5,000,000.

    ii. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL and Auto Liability.

    iii. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance. including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.

D. Workers Compensation and Employers Liability

    i. Employers Liability Insurance limits of at least $500,000 each accident for bodily injury by accident and $500,000 each employee for injury by disease.

    ii. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

    iii. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

2. The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to Owner, Each such insurance policy, except the Workers' Compensation Policy. shall include Owner and their agents, officers, directors and employees as an additional insured.

3. Certificates shall provide that 30 days written notice prior to cancellation be given to Owner. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Owner no less than 30 days prior to cancellation or renewal.

4. This contract may be cancelled at any time by either party with a sixty (60) day written notice.

5. The Town of Pound Ridge retains the right to terminate this contract at any time satisfactory performance is not maintained.

6.   The Town of Pound Ridge reserves the right to reject any or all proposals and to accept the proposal that is in the best interest of the Town.

By: _____

Company: _____

Date: _____