

STANDARD INSURANCE REQUIREMENT FOR ENGINEERING CONSTRUCTION PROJECTS (Please note, this is just a sample, each construction / engineering project may require different type of insurance coverage)

Attention is called to Sections 30 and 31 of the "Form of Contract for Engineering Construction Projects" relative to Contractor's Liability Insurance and Surety Bond, respectively. The Contractor shall comply with these requirements.

The Contractor shall not be considered "approved" until Contractor has obtained all insurance required under this Contract and such insurance has been approved by the Authority.

Insurance coverage shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A-" or better or as otherwise deemed acceptable by the Authority.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Authority. "Acord" or other blank certificates may not be acceptable. The Authority may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Sixty (60) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Authority. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc." Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in Paragraph B to follow, shall be provided to insure this agreement.

The interest of the Suffolk County Water Authority, **as additional insured for ongoing operations, as well as, products/completed operations** and as primary insurance with no responsibility for payment of premium shall be added to all policies other than Worker's Compensation and Professional Liability. Evidence of this extension shall be by signed endorsement to the policy, such endorsement to be submitted to the Authority with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the life of the Contract, as follows:

A. Automobile Liability: (If any vehicles are used by the Contractor in the performance of this Contract.)

Form: Comprehensive Automobile Liability, including all owned, non-owned, and hired autos.

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

B. General Liability:

Form: Commercial General Liability (1986 ISO occurrence form or equivalent), including separate limits for Personal Injury,

Products/Completed Operations.* Coverage to include Contractual Liability, general aggregate shall apply separately at each location and at each project.

General Liability insurance shall not contain restrictions that prohibit or limit coverage in the event that an OCP policy affords primary coverage.

Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate. \$1,000,000 for Products/Completed Operations. \$1,000,000 for Personal Injury Liability.

*Products & Completed Operations to be maintained for a period of 2 years after the completion of the project.

C. Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the Contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

D. Excess Liability:

Excess Liability Limits of \$5,000,000 on a form which follows the underlying coverage.

E. Owners and Contractors Protective Liability:

Owners and Contractors Protective Liability Insurance in the name of "Suffolk County Water Authority" for its own account and as trustee for the (named) Contractor**, as interest may appear. Same limits as indicated under general liability section B. The original policy must be delivered to the Authority.

Any endorsements excluding coverage for injured employees or workers of the contractor(s), also known as "3rd Party Action Over Exclusions", shall be removed from the policy.

**The designated Contractor listed on the policy must state the (named) Contractor and any Subcontractors used in the performance of this agreement.

F. Fire Policy or Installation Coverage Floater

The successful Bidder will also be required to furnish and maintain, at his expense, Fire Insurance, including All Risk Form, Blanket Coverage, in the name of "Suffolk County Water Authority" for its own account and as trustee for the (named) Contractor, as interest may appear, with a limit in the amount of the Contract with the deductible not to exceed ten thousand (\$10,000.00) dollars.

OR

Installation Coverage Floater in the amount of the Contract with a deductible

not to exceed ten thousand (\$10,000.00) dollars. Suffolk County Water Authority to be a named insured; Faulty workmanship or materials exclusion must be deleted.

The policy is to be secured from a company that is acceptable to the Owner. The original policy must be delivered to the Owner. The Insurance Policy will be held by the Owner until this Contract is completed. At that time, and when final payment is made, it will be returned to the Contractor.

The Authority will be notified of any significant impairment or exhaustion of any of the above limits at the inception of or during the Contract.

Subcontractors shall adhere to the above.

The Authority is not responsible for any loss or damage whatsoever to property of Contractor(s) or Subcontractor(s).

All certificates of insurance shall contain the following provisions:

- (1) Nature of work described on certificate (in the case of liability or compensation certificates) shall be inclusive of work provided for under this project.
- (2) Location of work described shall be inclusive of the location of the work provided under this project.
- (3) The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

The Suffolk County Water Authority shall be the sole judge in determining the acceptability of insurance requirements.

24.0 WORKER SAFETY

Contractor shall comply with all applicable safety and worker protection ordinances, rules, and regulations, the following practices and any Owner directive or instruction concerning worker protection or safety practices. Owner may suspend Contractor's or its subcontractor's performance of the work for failure to comply with any applicable worker protection or safety ordinance, rule, or regulation, for failing to implement and adhere to the following practices or for failing to obey Owner's directive or instruction concerning worker protection or safety practices.

Construction Site Worker Protection Issues

Trenches / Excavations

- Trenches greater than 5 feet need either shoring, shielding or sloping (depending upon soil type A, B, or C).
- Trenches greater than 4 feet deep need a ladder or stairway for every 25' of length.
- Spoils, tools and equipment shall be at least 2 feet away from trench edge.
- Trenches shall be inspected daily by a competent person and inspections shall be documented with date, time and competent person's signature.

Fall Protection

- Fall protection needs to be in-place for workers working on elevated surfaces above 6 feet.
- There are three types of fall protection (for contractors) to choose from: Personal PPE (harness/lanyard/anchor point), safety nets, or guardrails.
- Safety nets and PPE for fall-protection shall be checked prior to use on a daily basis; Inspections shall be documented with date, time and competent person's signature.
- Standard guardrails are 4 feet high with a mid-rail and toe-board.

Scaffolds

- Scaffolds shall have fall-protection for heights greater than *six feet* (which typically means guardrails around three open sides (w/ mid-rails & toe-boards).
- Scaffolds need to be "fully-planked" with board extensions of 6" across pipes at a minimum.
- Scaffolds shall be inspected daily by a competent worker; Inspections shall be documented with date, time and competent person's signature.

Ladders

- Ladders must have a 4 to 1 ratio for pitch (wall to base).
- Ladders must extend 3 feet above "targeted surface."
- Fixed ladders extending upwards of 20 feet require fall-protection in the form of cages or harness w/ "post-up" pole, to a maximum of 30' (they then would need a platform or landing surface).