



TOWN OF NORTH CASTLE  
15 Bedford Road ~ Armonk, NY  
10504 (914) 273-3000  
[www.NorthCastleNY.com](http://www.NorthCastleNY.com)

**This document includes:**

- 1. Minimum Insurance Requirements for Contractors**
- 2. Indemnification and Hold Harmless Agreement (*sign and return*)**
- 3. Insurance Contract (*sign and return*)**

## **Minimum Insurance Requirements for Contractor Town of North Castle**

**(Adopted by Town Board November 8, 2017)**

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker's Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
  - A. Premises & Operations
  - B. Products/Completed Operations;
  - C. Independent Contractors;
  - D. Personal & Advertising Injury
  - E. Blanket Contractual Liability
  - F. XCU
  - G. Town of North Castle and their assigns, officers, employees, volunteers, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
  - I. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
  - J. Coverage for athletic participants must be included if renter is an athletic team or league.
  - K. Coverage must be written on an Occurrence Policy Form.

- 3) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, any auto non-owned, and hired private passenger and commercial vehicles.
  - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
  - C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 4) Umbrella Liability, with limits of no less than \$1, 000,000 Each Occurrence/ \$1, 000,000 General Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
  - A. Coverage must be written on an Occurrence Policy Form.
- 5) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 6) Owners & Contractors Protective Liability Policy, (if applicable) with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 7) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 8) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 9) Asbestos/Lead Abatement and Environmental Clean-Up, (if applicable). Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 10) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town's Risk Management Committee.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured by endorsement. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.



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### **Indemnification and Hold Harmless Agreement**

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nature/Scope of Work Being Performed: \_\_\_\_\_

Please sign, date and return to:

**Town of North Castle, Town Clerk's Office  
15 Bedford Road  
Armonk, NY 10504**

# TOWN OF NORTH CASTLE

## Insurance Contract

I, the undersigned ("Applicant"), in consideration for the approval of a Proposal by the Town of North Castle, do hereby agree as follows:

1. Applicant shall comply with the requirements of the Town Code of the Town of North Castle, and any conditions established by the Town Board of the Town of North Castle, insofar as the Applicant's performance of the permitted work/operations.
2. Applicant has secured insurance coverage that is now in force and will remain in force throughout the duration of the permitted work which satisfies the following minimum requirements:
  - (a) Provides commercial general liability coverage of at least \$1,000,000.00; per claim/occurrence and \$2,000,000.00 aggregate.
  - (b) Provides Worker's Compensation coverage of at least equal to the NY State statutory requirements [if applicable]
  - (c) Covers all hazards likely to arise in connection with the permitted work;
  - (d) Includes a waiver of subrogation in favor of the Town of North Castle; and agents, assigns, officers, employees, volunteers and representatives
  - (e) Provides additional insured status to the Town of North Castle and agents, assigns, officers, employees, volunteers and representatives until such time as the permitted work is completed; and
  - (f) Provides coverage to the Town of North Castle that is primary and non-contributory.
3. Indemnification Agreement as attached hereto.

**TOWN OF NORTH CASTLE**

[Applicant]:

By: \_\_\_\_\_  
Joseph A. Rende, Town Supervisor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Authorized Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Dated: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |  |                          |
|--|--|---|--|--------------------------|
| <b>PRODUCER</b><br>Foa & Son Corporation<br>68 South Service Road, Ste 210<br><br>Melville NY 11747-2357 |  | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL</b><br><b>ADDRESS:</b> |  | <b>FAX</b><br>(A/C, No): |
| <b>INSURED</b><br>Sample Contractors Insurance Requirements<br><br>COMPANY NAME & ADDRESS                |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>            |
|  |  | <b>INSURER A :</b>  |  |                          |
|  |  | <b>INSURER B :</b>  |  |                          |
|  |  | <b>INSURER C :</b>  |  |                          |
|  |  | <b>INSURER D :</b>  |  |                          |
|  |  | <b>INSURER E :</b>  |  |                          |
|  |  | <b>INSURER F :</b>  |  |                          |

**COVERAGES****CERTIFICATE NUMBER:** Sample Contractors**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                            | TYPE OF INSURANCE  | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-------------------------------------|--|--------------------|---------------|-------------------------|-------------------------|---|
| <input checked="" type="checkbox"/> | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y Y                |               |                         |                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| <input checked="" type="checkbox"/> | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS          | Y Y                |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Full Glass Coverage \$   |
| <input checked="" type="checkbox"/> | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   | Y Y                |               |                         |                         | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| <input checked="" type="checkbox"/> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N/A Y       |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of North Castle NY , assigns, officers, employees, volunteers, representatives, and agents are included as additional insured for the above General Liability, Automobile Liability and Umbrella Liability policies. The Town of North Castle NY , assigns, officers, employees, volunteers, representatives, and agents are included in a Waiver of Subrogation Endorsement for the above General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies. The above policies are Primary and Non Contributory basis to any the Certificate Holder may maintain.

**CERTIFICATE HOLDER****CANCELLATION**

Town of North Castle  
15 Bedford Road  
Armonk, NY 10504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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