

Insurance Requirements for Lead Paint Abatement Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract all necessary Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors. Such insurance includes General Liability, Errors & Omissions, Pollution, Environmental Impairment, and/or Lead Based Paint Abatement Liability coverages.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*). The Commercial Liability Policy shall include: Lead Paint Abatement coverage, Independent Contractors coverage and shall name the Authority and its officers, officials, employees, and volunteers as Additional Insured. **A Claims-Made form of insurance coverage will not be accepted.**
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) Code 8, 9 (*if no owned autos*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance as appropriate.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury and Property Damage. **If this insurance does not include Lead Paint Abatement coverages, a separate insurance policy for Lead Paint Abatement may be used if it contains all insurance requirements in these specifications.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability, Lead Paint Abatement Liability, Pollution, Environmental Impairment, and/or Asbestos Pollution, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor, including work and materials covered by: Pollution, Environmental Impairment, Lead and/or Asbestos Pollution policies; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance. A claim shall include any allegation that lead was ingested or property was impaired

or damaged, arising from the abatement work performed by the Contractor or its sub-contractor(s).

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

NOTE: The Automobile liability policy shall be endorsed to delete the Pollution and/or the Lead or Asbestos exclusion and to add the Motor Carrier Act endorsement (MCS-90), TL 1004, TL 1007 and/or other endorsements required by federal or state authorities.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. If Pollution, Environmental Impairment Liability, Lead and/or Asbestos Pollution Liability, and/or Professional Errors and Omissions Liability coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an **A. M. Best's rating of B+:VI or higher**. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for contractors or sub-contractors shall be subject to all of the requirements stated above. It is foreseeable that some specialty trades may perform work where different coverages than the above are needed. These decisions should be made by an insurance broker or the Authority.

NOTE: If a sub-contractor will be hired to perform lead paint testing, disposal, or abatement, or other hazardous operations, that sub-contractor will name the Authority, its officers, officials, employees, and volunteers as Additional Insureds on its General Liability and all special liability insurance policies by a proper endorsement. Such endorsements will specifically name the Authority as Additional Insured for the hazardous material testing, abatement, disposal or remediation and other hazardous operations performed by that sub-contractor.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.