

**SECTION 10.0**  
**RIDER D – INSURANCE**

**BID No.: 2017-RED-BID-CON-067**

## **SECTION 10**

### **RIDER "D"**

#### **INSURANCE CERTIFICATE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Contractor shall obtain this coverage from A VII or better rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis. The types and minimum amounts of insurance required are as follows:

#### **WORKERS' COMPENSATION**

New Jersey Statutory Coverage and Employers' Liability Insurance. Employer's Liability shall carry limits of \$1,000,000 each accident, \$1,000,000 Disease - Each Employee and \$1,000,000 Disease – Policy Limit.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

Contractor shall maintain Commercial General Liability Insurance (CGL), of \$1,000,000 each occurrence and \$2,000,000 in the aggregate, for products/completed operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project site. Limits may be provided through a combination of General Liability and Umbrella coverages. Umbrella coverage is indicated below.

CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract. This insurance must include Contractor's Independent (Contingent) Liability Coverage, Broad Form Property Damage, and Personal Injury Coverage, without an employee exclusion.

The New Jersey Economic Development Authority ("Authority"), Fort Monmouth Economic Revitalization Authority ("FMERA") and United States Army ("US Army") shall be included as an additional insured under the CGL insurance, using ISO additional insured endorsement CG 20 10 11/85 (or a substitute form providing equivalent coverage). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the NJEDA.

#### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

Covering all owned, hired and non-owned automobiles with a minimum policy limit of \$1,000,000 Combined Single Limit per occurrence. The New Jersey Economic Development Authority, FMERA, and US Army shall be included as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority.

### **UMBRELLA/EXCESS LIABILITY**

Commercial Umbrella/Excess Liability Insurance with a limit of not less than \$15,000,000 each occurrence and in the aggregate. Such coverage shall follow the underlying General Liability, Automobile, and Employers Liability policies, including but not limited to the additional insureds and primary status requirements.

### **POLLUTION LIABILITY**

Pollution Liability as a result of all construction operations at the job site, while in transit or at non-owned disposal sites, including coverage for mold/fungus, asbestos and lead with minimum policy limits of *\$2,000,000 each occurrence and \$4,000,000 aggregate*. The New Jersey Economic Development Authority, FMERA, and US Army shall be included as Additional Insureds. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Additional Insureds. Coverage may be provided on a claims-made basis as long as the retroactive date is prior to commencement of work at the site (must be indicated on certificate of insurance) and continuous coverage is maintained or an extended discovery period exercised for a period of five (5) years beginning from the time the policy is terminated.

### **WAIVER OF RIGHTS**

Contractor waives all rights against the New Jersey Economic Development Authority and its agents for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile Liability or Commercial Umbrella Liability Insurance maintained by Contractor.

If the insurance policies purchased by Contractor as required above do not expressly allow the insured to waive rights of subrogation prior to loss, Contractor shall cause them to be endorsed with a waiver of subrogation as required above.

### **CONTRACTORS EQUIPMENT INSURANCE**

Any insurance policy covering the machinery and equipment of the contractor, subcontractors and subordinate subcontractors against loss by any cause shall include an endorsement providing that the underwriters waive their right of subrogation against the owner, the architect and/or engineer, the contractor and all subcontractors and subordinate subcontractors.

### **CERTIFICATE**

Prior to the commencement of work hereunder, the Contractor shall furnish to the New Jersey Economic Development Authority, a Certificate of Insurance, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements set forth herein. All policies and corresponding certificates must show thirty (30) days prior written notice of cancellation to New Jersey Economic Development Authority. Failure of New Jersey Economic Development Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain

the required insurance may result in termination of this contract at New Jersey Economic Development Authority's option. Contractor shall provide certified copies of all insurance policies required within ten (10) days of New Jersey Economic Development Authority's written request for such policies. If Contractor fails to maintain the insurance as set forth herein, New Jersey Economic Development Authority shall have the right, but not the obligation, to purchase said insurance at Contractor's expense, and in connection therewith, including without limitation, New Jersey Economic Development Authority's reasonable attorneys fees, on demand. By requiring insurance herein, New Jersey Economic Development Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to New Jersey Economic Development Authority in the Contractor Agreement.

### **SUBCONTRACTORS**

Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the requirements stated herein.