

	ABERDEEN SCHOOL DISTRICT	NEPN Code: FEG-R
	POLICIES AND REGULATIONS	

CONSTRUCTION CONTRACTS BIDDING AND AWARD REGULATIONS

1. INSURANCE COVERAGE

Each principal contractor and all subcontractors shall have the following insurance coverage:

COMMERCIAL GENERAL LIABILITY (CGL)

- a. CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregates, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expenses (any one person) and \$2,000,000 General Annual Aggregate.
- b. CGL coverage shall be written on ISO Occurrence from GC 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.
- c. Owner and all other parties required shall be included as insureds on the CGL, using ISO Additional Endorsement CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 or CG 20 33 10 01 and CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured contractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including and deductible, maintained by, or provided to, the additional insured.
- d. Contractor 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 three (3) years after completion of the work.

AUTOMOTIVE LIABILITY

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner and all other parties required shall be included as insureds on the auto policy.

COMMERCIAL UMBRELLA

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGS, Auto Liability and Employers Liability coverages maintained by the contractor.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- a. 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.

2. BUILDERS' RISK INSURANCE

Each principal contractor and all subcontractors, for protection of owner, unless otherwise authorized in writing by owner, shall obtain and pay for all fire, extended coverage, vandalism and malicious mischief insurance, which shall cover the following: buildings or projects while in course of construction and until accepted by the owner all permanent fixtures belonging to and constituting a part thereof, including materials, equipment, supplies and temporary structures thereto of all kinds incidental to construction of the buildings or projects, including builder's machinery, tools and equipment belonging to the principal contractor, subcontractor, separate contractors, and/or employees of same.

3. CERTIFICATE OF INSURANCE

Each principal contractor and all subcontractors shall furnish to owners, certificates of insurance certifying to the insurance described in the above paragraphs, in companies satisfactory to owners. Owners' approval of such certificates of insurance shall in no way relieve or release the contractor for any responsibility, liability and obligation.

No principal contractor shall commence work under this contract until all required insurance has been obtained and until the certificates of insurance have been filed with and approved by the owners nor shall the principal contractor permit any subcontractors to commence work until the subcontractors' required insurance has been obtained and approved by the principal contractor.

4. NOTIFICATION OF CANCELLATIONS, NON-RENEWAL OR MATERIAL CHANGE IN COVERAGE

All policies shall be endorsed to state that contractor and the owner should be notified by each insurance company that if for any reason there is default in the payment of any premium due or if the insurance for any reason is cancelled, that notice of the same must be given to the owner in writing at least 30 days in advance in the event of cancellation, non-renewal or material change in coverage.

5. INDEMNITY

Contractor or subcontractor agrees to assume entire responsibility and liability for any claim or actions based on or arising out of injuries, including death to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by contractor or subcontractor, its agents and employees, and its subcontractors, their agents and employees, regardless of whether such claims or actions are founded in whole or in part upon the alleged negligence of owner, its representative, or the employees, agents, invitees, or licensees thereof in respect of any such matters and agrees to defend any claim or suit of action brought against owner, its representative, and employees agents, invitees, and licensees thereof.

Contractor or subcontractor also agree to indemnify, defend and hold harmless owner, its representative, or its employees, agents, invitees, or licensees thereof from and against any and all loss, damage, expense, claims, suits or liability which contractor or subcontractor or any of its employees, and its subcontractors, and employees, may sustain or incur from the performance of this contract, or for or by reason of any injury to or death of any person or persons or damage to any property, arising out of the performance of this contract, of any claimed inadequate or insufficient safeguards or safety devices.

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