

## **Insurance, Bonding and Indemnification Requirements for Licensing**

Applicant/Contractor shall maintain at a minimum the following insurance coverages, **giving evidence of same to the PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT, on the form of Certificates of Insurance stating all work performed at any and all locations for which this Permit/license applies, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsement, providing 30 days’ notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

### **I. WORKER'S COMPENSATION AND NYS DISABILITY**

Coverage	Statutory
Extensions	Voluntary compensation All states coverage; Employers liability – unlimited Waiver of Subrogation
Required Form for Workers Comp:	C105.2 – certificate of NYS Workers Compensation Insurance Coverage OR if insured with the State Insurance Fund, form SI-26.3 – State Insurance Fund Certificate of Workers Compensation Insurance
Required Form for NYS Disability:	DB120.1 – Certificate of Disability Benefits Insurance

### **II. COMMERCIAL GENERAL LIABILITY**

Coverage	Occurrence - 1988 ISO or equivalent
Limits	General Aggregate \$2,000,000 Products-Comp/Ops Aggregate \$1,000,000 Personal. & Advertising. Injury \$1,000,000 Each Occurrence \$1,000,000 Fire Legal (Any one Fire) \$ 50,000 Medical Exp. (Any one Person) \$ 5,000
Additional Insured	PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT and all appointed and elected officials, employees and volunteers Using ISO form CG2026 or equivalent
Mandatory	Contractual Liability to cover the Hold Harmless/Indemnification; Aggregate Limits per project;

**III. AUTOMOBILE INSURANCE**

Coverage	Standard New York policy insuring all owned, hired, and non-owned vehicles
Limits	Minimum Limit - \$1,000,000 CSL
Additional Insured	PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT and all appointed and elected officials, employees and volunteers

**IV. LICENSE OR PERMIT BOND**

Limit: \$50,000. Blanket for multiple locations

Obligee: PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT

The Principal (Contractor applying for permit/License) must faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for. The Principal has obtained a permit/license for the purpose of making connections from any house, cellar, vault, yard or other premises, will carefully make said openings into said sewers or drains in the manner prescribed by the OBLIGEE without injuring them and will leave no obstruction of any description whatsoever therein, will properly close up said sewer or drains around the connections made by the PRINCIPAL and will make no openings into the arch of any sewer or drain and will faithfully comply with the ordinances in relationship to the opening and excavation of streets and will all the rules and regulations of the OBLIGEE pertaining to the issuance of said license and will save, indemnify and hold harmless the OBLIGEE from any and all injury that may accrue to persons or property and damage consequent of the issuing of said license the this obligation shall be null and void, otherwise to remain in full force and effect.

The bond is for the purpose of insuring and guaranteeing the timely and workmanlike completion of such work as reasonably determined by the PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT. It is agreed and understood that upon the reasonable determination that such work is not being timely performed or is not being or has not been performed in a workmanlike manner by the Principal, the PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT may require the Insurance and Indemnity company to promptly complete said work in a timely and workmanlike manner, the costs of which work will be reimbursed by the Insurance and Indemnity Company up to \$50,000. It is further agreed that the Principal and the Insurance and Indemnity Company shall indemnify and save harmless the PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT from all liability, damages, and expenses of every kind and nature, resulting directly or indirectly to persons or property and arising from and in consequence of any license or permit, and shall well, truly and faithfully perform the duties and privileges pertaining to any license or permit and shall restore such Municipal highways to their original condition.

District reserves right to revise bond coverage at any time if cost of total work exceeds current bond coverage.

V. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

The contractor shall indemnify and hold the PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT harmless against any claim of liability or loss including the cost of defense for personal injury or property damage resulting from or arising directly or indirectly out of or resulting from the permit holders/Licensee operations within the PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT including losses arising out of the negligent acts or omissions of the contractor, its servants or agents, and any subcontractors, its servants or agents.