

Public Schools of the Tarrytowns
200 N Broadway, Sleepy Hollow, NY 10591

APPENDIX C - CONTRACTOR AGREEMENT

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Public School of the Tarrytowns as an additional insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability Insurance.

1. The policy naming the Public School of the Tarrytowns as an additional insured should:
 - a. Be an insurance policy from an A.M. Best rated A- or better insurer. A New York licensed insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the Public School of the Tarrytowns.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the Public School of the Tarrytowns, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Public School of the Tarrytowns for both on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rest solely with the Public School of the Tarrytowns. A completed copy of the endorsements must be attached to the certificate of insurance.
2. The contractor agrees to indemnify the Public School of the Tarrytowns for any applicable deductibles and/or self-insured retentions.
3. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - d. **Umbrella/Excess Insurance**
\$3 million each Occurrence and Aggregate.
Umbrella/Excess coverage shall be on a follow-form basis.
4.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., carpentry, plumbing, etc.) that are covered by the liability policies.
 - b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
5. Contractor acknowledges that failure to obtain such insurance on behalf of the Public School of the Tarrytowns constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the Public School of the Tarrytowns with a certificate of insurance, evidencing the above requirements has been met, prior to the commencement of work.
6. Sub-contractors are subject to the same terms and conditions as stated above and submit same to the Public School of the Tarrytowns for approval prior to start of any work.
7. In the event the contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Public School of the Tarrytowns, its Board, employees and volunteers from any and all claims for which the required insurance would have provided Coverage.

8. Contractor must be registered with the NYS Department of Labor.

Purchasing Terms

- A. As per the specifications of Bid 24/25-MUFSD-001 for the 2024-2025 School Year at the awarded contract pricing.

Indemnification

To the fullest extent permitted by law, _____, agrees to defend, indemnify and hold harmless the **Public School of the Tarrytowns**, as well as any other parties which the contractor is required under the contract documents to defend, indemnify and hold harmless, their agents, servants and employees, from and against any claim, cost, expense or liability (including costs and attorneys' fees incurred in enforcing this indemnity), attributed to bodily injury, sickness, disease or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the work by the contractor, its subcontractors and suppliers or their agents, servants and employees whether or not caused in part by the active or passive negligence, partial negligence or other fault of the party indemnified hereunder; provided, however, the contractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of the party indemnified hereunder. The contractor's obligation shall not be limited by the provisions of any Workers' Compensation Law or similar Act.

The undersigned has read this agreement and agrees to abide by its terms and requirements.

Date	Name & Title
Public Schools of the Tarrytowns	Signature
Address	Telephone Number and Email

Date	Name & Title
Contractor Company Name	Signature
Address of Company	Telephone Number and Email