

Facilities Management

INSURANCE REQUIREMENTS FOR PROJECTS OVER \$1M

- 1.1 The Contractor shall purchase and maintain insurance with a company or companies lawfully authorized to do business in New Hampshire for protection from claims under workers' compensation laws and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of such insurance shall be filed with the Owner prior to the commencement of the work. The Contractor will also be responsible for verifying that its subcontractors comply with the same insurance requirements of this agreement.
- 1.2 The Contractor and its subcontractors who perform any portion of the work must carry this insurance at their expense. Before work begins, Certificates of Insurance issued by companies properly licensed and satisfactory to the Owner must be received by the owner. Certificates must be sent to the Director, Facilities Management Department, Phillips Exeter Academy, Exeter, NH 03833. If you are a contractor who contracts with the Academy on a yearly basis, your insurance company or agent should be instructed to renew the Certificates of Insurance automatically at their renewal date.
- 1.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. This insurance does not cover contractor's or subcontractor's tools and equipment or offsite and in transit supplies.
- 1.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.
- 1.5 The Contractor and its subcontractors shall waive all rights of subrogation against Owner, its board of trustees, volunteers, employees and agents.
- 1.6 To the fullest extent permitted by law, the Contractor and its subcontractors shall protect, defend, indemnify and hold the Owner and the Owner's board of trustees, volunteers, agents and employees harmless from and against all claims, demands, causes of action, suits, other litigation, loss and costs (including attorney's fees and expenses) of every kind and character for (i) injury to, illness or death of any person, (ii) all damage to, loss or destruction of property, and (iii) economic loss, which is incident to, arising out of, within the scope of, or in connection with, performance of the work, regardless of how, when, or where such injury, illness, death, damage, loss, destruction or economic loss occurs, including the concurrent negligence or fault of Owner or Owner's agents, board of trustees, volunteers, and employees, and regardless of whether contractual liability for indemnity or liability without fault is sought to be imposed on Owner or Owner's agents, board of trustees, volunteers, or employees. The Contractor and its subcontractors specifically intends that the foregoing obligation to protect, defend, indemnify and hold the Owner and Owner's board of trustees,

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agents, volunteers, or employees harmless shall cover, but not be limited to, and shall apply even in the event of (i) negligence, whether comparative, contributory, or concurrent, of Owner or Owner's agents or employees; (ii) any obligation of the Contractor arising from contractual liability for indemnity or liability without fault; and (iii) the sole comparative, contributory liability for indemnity or liability without fault of any third person.

1.7 The insurance required by Subparagraph A.1 shall be written for not less than the following:

Limits Required

(Contractor) shall carry the following limits of liability:

COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

Coverage to include

- Premises and Operations
- Explosion, Collapse, and Underground Hazards
- Personal/Advertising Injury
- Products/Complete Operations
- Liability Assumed Under Contract
- Broad Form Property Damage
- Independent Contractors
- Per Project Aggregate ISO CG 2503
- ISO Forms CG 2010 10/1 and CG 2037 10/1 editions or equivalents

AUTOMOBILE LIABILITY

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
• For owned, non-owned and hired vehicles	

WORKERS' COMPENSATION

Coverage A (Workers' Compensation)	Statutory - NH
Coverage B (Employers Liability)	\$500,000
	\$500,000
	\$500,000

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UMBRELLA LIABILITY

\$5,000,000

Higher limits might be required depending on scope of work.

PROFESSIONAL LIABILITY – Whenever the work under this contract includes Professional Liability, Architect/Contractor shall maintain professional liability covering their wrongful acts, errors and/or omissions for damage sustained by reason of or in the course of operations under this contract. Minimum limit of \$1,000,000 per occurrence is required (may be higher depending on size of project)

Further, all policies shall:

1. Be on a primary basis, non-contributory with any other insurance coverages and/or self- insurance carried by Phillips Exeter Academy.
2. Not be renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to Phillips Exeter Academy.
3. Required insurance coverages shall be maintained throughout the term of this contract and, except for Automobile Liability and Workers' Compensation, for a period of three (3) years after the date of substantial completion of the project.

GENERAL REQUIREMENTS FOR ALL INSURERS

Phillips Exeter Academy requires all insurers:

1. Be licensed or approved to do business within the State of New Hampshire.
2. Write required insurance on a per occurrence basis. (Professional liability and pollution liability are acceptable written on a claims-made basis.)
3. Under description of “operations/locations/vehicles”, include the following statement:

“It is hereby agreed and understood that Phillips Exeter Academy, Exeter, NH is either named or included as an additional insured under the above policy(ies) but only with respect to liability arising out of or relating to a contract or agreement with the Academy.”

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4. For General Liability – include the following statement:

“with no exclusion for sexual abuse and molestation”.

5. Possess a minimum A.M. Best’s Insurance Guide rating of A VII.

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PROTECTION OF PERSONS AND PROPERTY

2.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein; and
3. other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

2.2 The Contractor shall not be required to perform without consent any Work relating to asbestos, lead paint or polychlorinated biphenyl (PCB).

2.3 Academy's Presence of Asbestos: Phillips Exeter Academy, under the requirements of the Asbestos Hazard Emergency Response Act (AHERA) has completed a survey of all asbestos material in school-related buildings on campus. In addition, we have also surveyed other buildings that did not fall under the requirements of AHERA, particularly non-dormitory faculty residences. The Contractor is advised that the Academy facilities contain asbestos material and that care and diligence must be exercised so that the asbestos material is not disturbed or damage. It is the Owner's responsibility to make this information available to each Contractor who may come into contact and/or possibly disturb asbestos containing material in the course of doing work on our campus. In turn, it is the responsibility of each Contractor to pass this information on to all subcontractors for which he is responsible. If not provided already, a copy of the asbestos survey for the work area can be provided upon request. If your work should unexpectedly go beyond these areas, it is your responsibility to request additional survey information. Any Contractor or his subcontractor(s) who disturbs any asbestos containing material while completing work within an Academy owned building will be responsible for the cost of the clean-up. The Owner will coordinate the clean-up activities for which the Contractor will be held responsible.

2.4 The Contractor shall review all product submittals to insure all materials used are asbestos free. As a part of the project closeout, the Contractor shall certify in writing that all materials used contain no asbestos material.

2.5 The Contractor shall comply with the Environmental Protection Agency's Regulation 40 CFR Part 745 (including all subparts) requiring the use of lead safe practices.

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SCHOOL ENVIRONMENTAL REQUIREMENTS

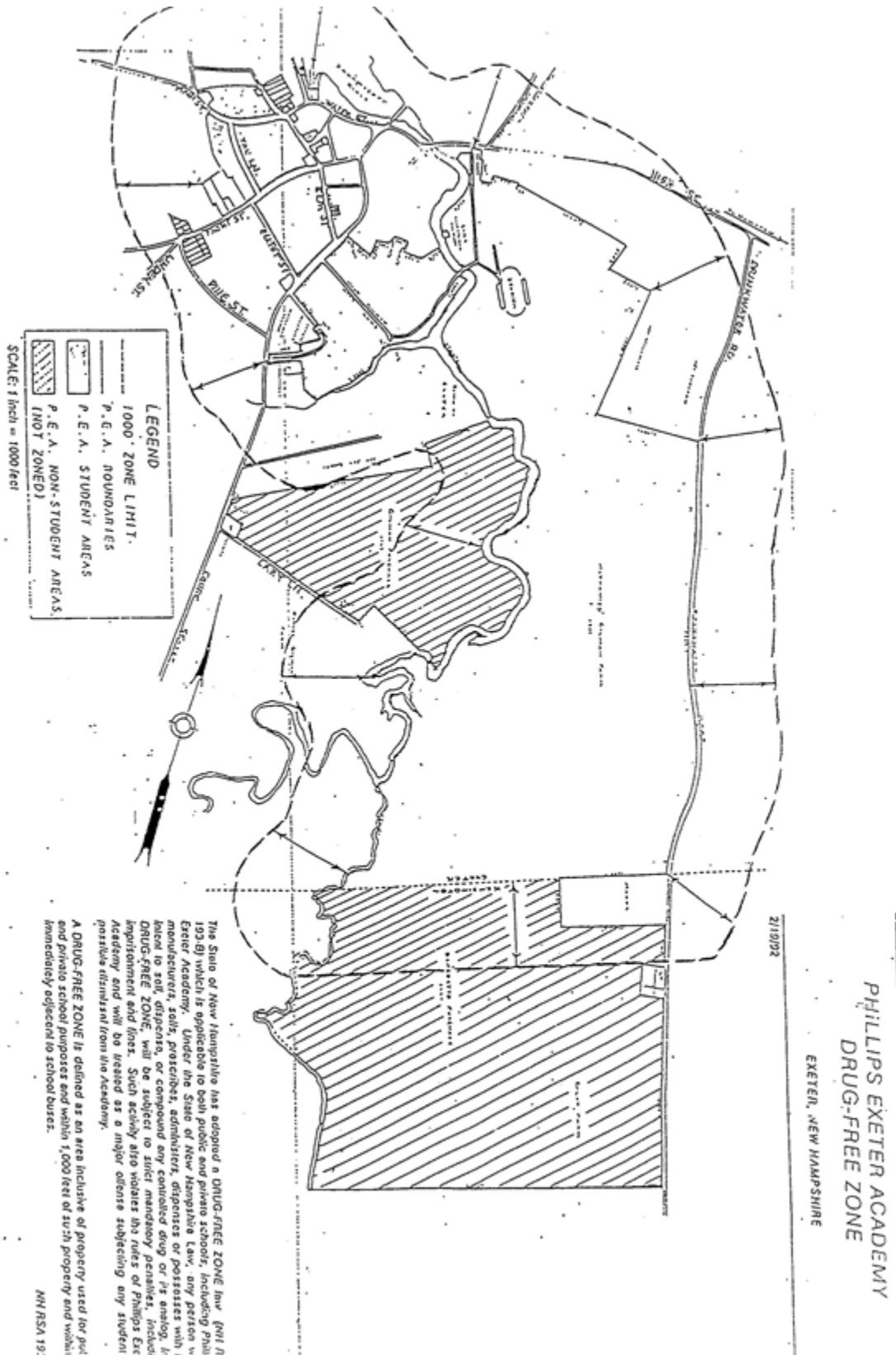
- 2.6.1 *Contractor/Subcontractor Badges:* The general contractor and all subcontractors shall obtain a photo ID badge from Campus Safety for all employees. The photo ID badge shall be worn at all times while working on campus. The employee shall turn in each badge upon completion of the project or as directed by Phillips Exeter Academy.
- 2.6.2 *Background Checks:* The Contractor shall be responsible for performing background checks including federal and state criminal and sex offender (CORI) checks on all employees and sub-Contractors proposed for on campus work as part of this contract. Prior to directing or permitting any of its employees or subcontractors to work on the campus or the issuance of an identification badge, the Contractor must provide PEA a certification letter that verifies by employee/Contractor name that the required checks have been performed and each employee/Contractor has no criminal convictions or other background concerns that would render him/her not suitable for working on a secondary boarding school campus.
- 2.6.3 *Drug-Free Zone:* The State of New Hampshire has adopted a Drug-Free Zone Law (NH RSA 193-B), which is applicable to Phillips Exeter Academy. Any person who manufactures, sells, prescribes, administers, dispenses or possesses with the intent to sell, dispense, or compound any controlled drug or its analog, in a Drug-Free Zone, will be subject to strict mandatory penalties, including imprisonment and fines. The Academy Drug-Free Zone Map is attached.
- 2.6.4 *Dress Code:* The Academy has a dress code for students, faculty and staff, and during warm weather, the dress code becomes relaxed. Contractors are asked to wear appropriate attire while working on campus. Safety shoes, mid-thigh length shorts and jerseys are fine, but inappropriate attire such as "tank tops", sleeveless shirts, sandals, short/briefs or uncovered chests and bare feet are not acceptable and workers will be asked to leave and return in proper attire.
- 2.6.5 *Prohibited Activities:* Contractors and Contract personnel found in violation of the following prohibitions will be required to leave Academy property.
1. *Smoking* - The Academy has a no-smoking policy which prohibits the use of tobacco in any Academy building or vehicle. Smoking is permitted outside of buildings, but disposing of butts on the grounds is not allowed.
 2. *Gambling* - Any form of gambling for money on Academy property is prohibited.
 3. *Drinking* - Alcoholic Beverages are not allowed on Academy property except at the Exeter Inn.
 4. *Stealing* - Anyone found stealing Academy property will be reported to the Exeter Police and may be prosecuted for theft.
- 2.6.6 *Sexual Harassment* - It is the policy of Phillips Exeter Academy that no member of the community may sexually harass another. Unacceptable behavior could be unwelcome sexual advances, requests for sexual favors, physical and expressive behavior of a sexual nature such as gestures, cat call and/or comments. Violators of the Academy policy will be required to leave Academy property.

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- 2.6.7 *Fire Alarm Procedures* - Whenever a building alarm or individual room detector is activated, Contractors must evacuate the building, notify Exeter Fire Dept. (911) and notify PEA Safety/ Security 778-3444. Under no circumstances is the alarm to be shut off, this will be done by the fire department.
- 2.6.8 *Emergencies*: If you have a life-threatening emergency, please call the fire or police directly (911). The Facilities Management Office 777-3445 is ready to assist you with any emergency and can reach safety/security by radio when necessary.

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The State of New Hampshire has adopted a DRUG-FREE ZONE law (NH RSA 150:1) which is applicable to both public and private schools, including Phillips Exeter Academy. Under the State of New Hampshire Law, any person who manufactures, sells, possesses, administers, distributes or possesses with intent to sell, dispense, or compound any narcotized drug or its analog, in a DRUG-FREE ZONE, will be subject to strict mandatory penalties, including imprisonment and fines. Such activity also violates the rules of Phillips Exeter Academy and will be treated as a major offense subjecting any student possible dismissal from the Academy.

A DRUG-FREE ZONE is defined as an area inclusive of property used for public and private school purposes and within 1,000 feet of such property and within immediately adjacent to school buses.

NH RSA 150: