

INSURANCE ATTACHMENT A

Insurance Requirements:

Workers' Compensation and Employer's Liability insurance: As required by statute No exclusions for partners, proprietors or executive officers. New York Shall Be Included In Part 1A of The Policy Employers Liability Limit \$1,000,000.

Comprehensive Automobile Liability: (Including owned, non-owned, leased and Hired automobiles): \$1,000,000 Per Occur.

Commercial General Liability: (Insurance for liability due to Personal injury, bodily injury or property damage sustained Or alleged to have been sustained by any person) including But not limited to: Premises Operations, Personal Injury, Independent Contractors, Contractual Liability and Completed Operations:

For these Scopes of Work – Non Framing – Roofing – Siding, A&D and Excavating:

- a) General Aggregate: \$2,000,000
- b) Each Occurrence: \$1,000,000
- c) Personal and Advertising Injury: \$1,000,000
- d) Products & Completed Operations Aggregate \$1,000,000
- e) Fire Damage Limit \$ 100,000
- f) Medical Expense (Each Person) \$ 5,000

Excess or Umbrella Liability:
(Must Provide Excess Liability over Employers Liability,
Comprehensive Automobile and Commercial General
Liability Policies): \$1,000,000

For these Scopes of Work – Framing – Roofing – Siding, A&D and Excavating:

- a) General Aggregate: \$2,000,000
- b) Each Occurrence: \$1,000,000
- c) Personal and Advertising Injury: \$1,000,000
- d) Products & Completed Operations Aggregate \$2,000,000
- e) Fire Damage Limit \$ 100,000
- f) Medical Expense (Each Person) \$ 5,000

Excess or Umbrella Liability:
(Must Provide Excess Liability over Employers Liability,
Comprehensive Automobile and Commercial General
Liability Policies): \$2,000,000

b) The Commercial General Liability General Aggregate shall apply on a "per project" basis. There shall be no exclusions or limitations for Explosion, Collapse & Underground Operations ("XCU"), Residential Construction, Labor Law (AKA NY State Action Over), Contractual Liability or Work Subcontracted to Others.

c) All required policies and coverages shall be written on an occurrence basis, as claims-made coverage is not acceptable.

d) Additional Insured coverage: The Comprehensive Automobile Liability policy, Commercial General Liability ("CGL") policy, and Excess or Umbrella Liability policy, specified above, shall each name:

Contractor, Owner and any other parties required of the Contractor as Additional Insured on a Primary & Non-Contributing Basis and any other insurance maintained by the additional insureds is excess.

- A) With respect to Comprehensive Automobile Liability ISO endorsement CA 20 48 02 99 shall apply
 - B) With respect to Commercial General Liability ISO Endorsement CG 20 10 11 85 or its equivalent shall apply.
- Additional Insured status to be provided for both Ongoing and Completed Operations coverages. Additional Insured status under Completed Operations coverage shall be provided for a period of three years after project completion or final

payment whichever occurs later.

C) With respect to Excess or Umbrella Liability additional insured status shall “follow-form” of the Commercial General Liability and Comprehensive Automobile Liability Policies.

D) The Additional Insured Endorsements or policy language granting the required Additional Insured status must be attached to the Certificate of Insurance.

E) Commercial General Liability ISO Additional Insured Endorsement CG 2033 or its equivalent is unacceptable and shall not be used by the Subcontractor to meet the requirements of paragraph d) even if used in conjunction with Commercial General Liability ISO Additional Insured Endorsement CG 2037.

e) All insurance required herein must be with insurers licensed to conduct business in New York State and acceptable to the Contractor and or Owner. In addition, each insurance policy shall be a policy from an insurer with an A.M. Best Secure, rating, meaning a rating from A- to A+, or better

f) Prior to commencing any work or any services required under this Agreement, Subcontractor shall provide certificates of insurance on approved form to the Contractor and or Owner/Architect, evidencing that Subcontractor has procured the insurance policies and coverages required herein. Each certificate of insurance must state that coverage will not be altered, canceled or allowed to expire without thirty (30) days prior written notice, by mail, to the Contractor, except that the period of prior written notice shall be reduced from thirty (30) days to ten (10) days for any cancellation due to non-payment of premium. Whenever a policy of insurance names or is required to name the Contractor Owner and/or Architect as additional insureds; the certificate of insurance that the Contractor must provide for each such policy shall also include a copy of the required endorsement granting additional insured status.

g) The subcontractor agrees to be responsible for all deductibles or self-insured retentions applicable to any insurance policy required herein to name them as additional insured.

h) The subcontractor agrees that before it utilizes a sub-subcontractor to perform any part of the work or services required under this Agreement, subcontractor will require each such sub-subcontractor to procure equivalent insurance coverages and limits for the protection of the Subcontractor, Contractor, Owner and Architect, including but not limited to the additional insured coverage for Contractor, Owner, Architect and all parties required of the Contractor, described more fully above. Sub-subcontractor and subcontractor will both be equally responsible for providing the required evidence of insurance coverage to the Contractor.

i) The Subcontractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to the Owner and/or Architect. Subcontractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of the subcontractor's other responsibilities and liabilities specified within this Agreement or by law. Subcontractor authorizes Contractor, Owner and/or Architect to withhold payments without interest, late fee or any other penalty accruing, until the latter has received current and acceptable certificates of insurance and endorsements evidencing insurance as required herein.

j) Subcontractor shall fully cooperate at all times with any effort by Contractor, Owner or Architect to audit compliance with these insurance requirements, including but not limited to the subcontractor authorizing Contractor, Owner and/or Architect, in writing to obtain certified copies of the insurance policies procured or maintained by the subcontractor in relation to this Agreement. Failure of the subcontractor to provide any such required authorization within seven (7) business days of receiving a written request for same from the Contractor, Owner, the Owner's School Attorney, or the Architect, shall subject the subcontractor to liquidated damages, payable solely to the Contractor, in the amount of 51,000 per each calendar day thereafter that Contractor fails to comply with any such request.

k) All policies including Workers Compensation shall be endorsed to include a Waiver of Subrogation clause in favor of the Contractor, Owner and any other entity required of the Contractor.