

Exhibit A: Addendum to AIA Document A401 – 2017 (page 1 of 5)

Insurance Requirements

Project: **Eastchester UFSD 2022 Capital Bond Project Phase 3**
Anne Hutchinson Elementary School SED#66-03-01-03-0-001-023
Eastchester Middle/ High School SED#66-03-01-03-0-003-031

Types of Insurance

Subcontractor is required to procure, maintain and fully satisfy the insurance requirements imposed by Owner under the Prime Contract, which insurance requirements are included in Contractor’s FTP site www.piazzabrothers.com/ftp/jobs/01-24_Eastchester_UFSD_phase_3 and are incorporated herein. Please supply proof of insurance on the Acord 25 and Acord 855 for review (attached are sample copies of said forms) along with copy of your GL and Umbrella/Excess policy for review.

<u>General Liability per Project limit:</u>	General Aggregate	\$4,000,000
	Products-Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$2,000,000
	Fire Damage (any one Fire)	\$300,000
	Medical Expense	\$10,000

<u>Automobile Liability:</u>	Combined Single Limit	\$1,000,000
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<u>Workers’ Compensation Coverage</u>	Statutory
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(if the Subcontractor is not from the State of New York they will be required to show evidence with an original Workers’ Compensation Certificate of Insurance and a copy of their Workers’ Compensation policy, both endorsed with the following language: “Coverage is extended to include all New York operations in accordance with the provisions of the New York Workers’ Compensation Laws”.

<u>Disability and Paid Family Leave Benefit Coverage</u>	Statutory
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<u>Employers Liability</u>	Each Accident	\$1,000,000
	Disease - Policy Limit	\$1,000,000
	Disease – Each Employee	\$1,000,000

<u>Excess or Umbrella</u>	Occurrence	\$10,000,000
	Aggregate	\$10,000,000
	Excess or Umbrella Policy(ies) must include excess coverage for General Liability, Automobile Liability, and Employers Liability.	

<u>Professional Liability / Errors and Omissions (if applicable)</u>	Each Occurrence / Aggregate	\$1,000,000
	Tail Coverage (years)	3 years minimum

<u>**Contractors Pollution Liability/ Asbestos/Lead Abatement</u>	Each Occurrence / Aggregate	\$5,000,000
	Completed Operations Coverage	3 years minimum

<u>**Riggers Liability</u>	Limit of Liability	As required by Owner
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** If applicable per requirements of items d, e, & f on page 3 of 4 of this Exhibit A Addendum

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All of the following are required to be listed as Additional Insureds on the General Liability, Umbrella/Excess, Automobile Liability and Contractors Pollution Liability Policies on a primary and non-contributory basis:

Owner: Eastchester UFSD
580 White Plains Rd
Eastchester, NY 10709

Architect: MEMASI-- Mastracci Mesiti-Ceas Architecture Engineering PLLC
2 Lyon place
White Plains, NY 10601

Construction Manager: Arris Contracting
189 Smith Street
Poughkeepsie, NY 12601

Contractor: Piazza Inc. / Piazza Brothers Inc
3 W Stevens Drive
Hawthorne, NY 10532

Other Required Additional Insureds: All other individuals and entities required under the Prime Contract and other Contract Documents to be named as additional insureds.

Piazza Inc. / Piazza Brothers Inc. are to be listed as the Certificate holder and also as an Additional Insureds.

Coverage is to be primary and non-contributory including umbrella/excess liability coverage. A wavier of subrogation in favor of the Contractor, Owner, their agents and any other person or entity required to be entitled to a waiver of subrogation under the Prime Contract, this Subcontract or the Contract Documents shall apply.

Additional insured coverage should include coverage for both premises and operations as well as completed operations. Additional insured should be provided using Insurance Services Office, Inc. (ISO) forms CG 2010 10/01 and CG 2037 10/01 or their equivalents. (4/13 edition of ISO forms are not acceptable.)

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Owner's Insurance Requirements:

Subcontractor is required to procure, maintain and fully satisfy the insurance requirements imposed by Owner under the Prime Contract, which insurance requirements are included in Contractor's FTP site, located at [www.piazzabrothers.com/ftp/jobs/01-24-Eastchester UFSD phase 3](http://www.piazzabrothers.com/ftp/jobs/01-24-Eastchester-UFSD-phase-3) and are incorporated herein. In the event of a conflict, difference or variance between Owner's insurance requirements in the Prime Contract (located in Contractor's FTP site - [www.piazzabrothers.com/ftp/jobs/01-24-Eastchester UFSD phase 3](http://www.piazzabrothers.com/ftp/jobs/01-24-Eastchester-UFSD-phase-3) and the Subcontractor's Insurance Requirements set forth below, Subcontractor is required to follow the requirement(s) that afford the greatest and broadest amount of coverage and limits. Subcontractor acknowledges that failure to obtain such insurance as required by Owner and as required by Contractor (set forth below) constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to Contractor, including, but not limited to, the remedies available to Contractor under Article 7 of this Subcontract.

Subcontractor is required to supply proof of insurance by submitting an Acord 25 (Certificate of Insurance) and an Acord 855, along with complete copies of Subcontractor's General Liability and Umbrella/Excess policies and any other policy documents required by Owner or Contractor. Subcontractor acknowledges that Owner, Owner's Risk Manager, the Construction Manager or other authorized representative/agent, will review Subcontractor's insurance to determine compliance with the Owner's insurance requirements, and that Owner and/or Construction Manager has the right to reject Subcontractor's insurance as non-compliant with Owner's insurance requirements.

Contractor's Insurance requirements:

Prior to commencement of work or services performed under this Agreement, Subcontractor shall procure at its own expense, and at all times thereafter maintain with insurers licensed and admitted to do business in New York and through insurance policies acceptable to the Owner and Contractor the following:

- a) Workers' Compensation Coverage with occupational disease coverage and Employer's Liability Coverage in accordance with federal and state laws. Workers' Compensation Coverage shall have limits that satisfy statutory requirements. Employment Liability Coverage shall have limits of not less than \$1,000,000 each accident or occurrence.

(if the Subcontractor is not from the State of New York they will be required to evidence an original Workers' Compensation Certificate of Insurance and a copy their Workers' Compensation policy, both endorsed with the following language: "Coverage is extended to include all New York operations in accordance with the provisions of the New York Workers' Compensation Laws".

- b) Commercial General Liability policy must include a Per Project Limit equal to the General Aggregate Limit. General Liability Coverage with a per occurrence primary minimum limits of liability listed on the 'Types of Insurance' Section of this addendum for Bodily Injury, Personal Injury, Property Damage and Products Liability, with Completed Operations coverage for all such coverages. Commercial General Liability policy terms and conditions shall also include: (1) Premises/Operations coverage that includes all work and services performed by Subcontractor and Subcontractor's subcontractors, vendors and personnel from a professional employer organization, an employee leasing company, or a similar service that Subcontractor retains; (2) Contractual Liability Endorsement that provides insurance coverage for Subcontractor's contractual obligations including but not limited to Subcontractor's indemnity obligations under the subcontract; (3) Products/Completed Operations coverage must include six year extension beyond date Subcontractor's work is completed; (4) Broad Form Property Damage including completed operations coverage; (5) Independent Contractors coverage; (6) Explosion, Collapse and Underground Property Damage Liability coverage; (7) Severability of interests; (8) The elimination of exclusions pertaining to operations performed within 50 feet of railroads. Contractor, Owner, Owner's Board of Education, Architect, Architect's Consultants, Construction Manager and all others identified in the Types of Insurance section above shall be named as Additional Insureds per the required forms and as required in the Types of Insurance section. Additional insured coverage shall be on a primary and non-contributory basis.
- c) Automobile Liability Coverage of not less than primary minimum limits of liability listed on the 'Types of Insurance' Section of this addendum per accident, covering all owned, non-owned, hired, borrowed or leased vehicles or other vehicles used in Subcontractor's operations and services. MCS-90 Endorsement required if transporting hazardous waste or materials from

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work worksite. Subcontractor's policy shall be endorsed to include the Contractor, the Owner, Owner's Board of Education, the Architect, the Architect's consultants, Construction Manager and all others identified in the Types of Insurance section above shall be named as Additional Insureds via ISO Endorsement CA 20 48 or its equivalent, as well as a waiver of subrogation via ISO Endorsement CA 04 44 or its equivalent.

- d) Contractor's Pollution Liability Insurance covering all lead, asbestos, mold and any other pollution and/or toxin with limits not less primary minimum limits of liability listed on the 'Types of Insurance' Section of this addendum for bodily injury, personal injury, property damage and clean-up costs including completed operations, broad form contractual (including coverage for third-party claims) and independent contractors coverage. Insurance coverage must include on-site, off-site and in-transit exposures, must include loading and unloading coverage, and must be written on occurrence form. Contractor, Owner, Owner's Board of Education, Architect, Architect's Consultants, Construction Manager and all others identified in the Types of Insurance section above shall be named as Additional Insureds per the required forms and as required in the Types of Insurance section. Additional insured coverage shall be on a primary and non-contributory basis. (Applicable only to Subcontractors performing any remediation of hazardous/toxic substance and/or transportation/disposal of hazardous substances)
- e) Riggers Liability Insurance with a limit of liability of at least minimum primary limits of liability listed on the 'Types of Insurance' Section of this addendum or an amount sufficient to provide full replacement cost of property in Subcontractor's care, custody or control, whichever is higher.
- f) Professional Liability Insurance where Subcontractor undertakes design responsibilities and/or supervisory responsibilities pursuant to the Subcontract with a minimum primary limit of liability listed on the 'Types of Insurance' Section of this addendum. Any such coverage shall provide for "tail coverage" extending not less than 6 years following the end of the policy period or substantial completion of Subcontractor's work, whichever is latest.
- g) Excess or Umbrella Liability Insurance which follows the form of the primary coverage identified in b, c, d and e above, as well as, Employers' Liability with a minimum limit of liability listed on the 'Types of Insurance' Section of this addendum.
- h) Except for Professional Liability Insurance all insurance policies shall be occurrence-based policies.
- i) Insurance policies can not contain any of the following Exclusions or Limitations:
 - Height Limitation or Exclusion
 - Injury to independent contractors Exclusion
 - Injury to Employees or Employees of Contractors
 - Designated Operations Exclusion
 - Overspray Exclusion
 - Amendment / Exclusion of Contractual Liability
 - Amendment of an Insured Contract Definition
 - Labor Law / Action Over / Third Party Exclusion
 - Territory Limitation / Exclusion
 - Insured versus Insured Exclusion (Named Insured vs Named Insured acceptable)
- j) Subcontractor's General Liability policy, Automobile Liability policy, Umbrella/Excess Policy and Contractor's Pollution Liability policy must all be endorsed to include as Additional Insureds the Contractor, Owner, Owner's Board of Education, Owner's employees and volunteers, Architect, Construction Manager, and any other person or entity required to be named as an Additional Insured under the Prime Contract, this Subcontract or the Contract Documents. All Subcontractor furnished insurance shall afford additional insured coverage on a primary and non-contributory basis before application of any other insurance available to Contractor, Owner and the other Additional Insureds identified above or set forth in Section 12.1.6 of Article 12 of the AIA Document A401-2017. With respect to the Umbrella/Excess policy, primary and non-contributory additional insured coverage must be afforded by endorsement. Additional insured coverage shall comply with the requirements set forth in the Types of Insurance section of this Addendum.

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- k) Impairment, exhaustion or unavailability of the full limits of the required insurance coverages shall constitute a breach of this obligation.
- l) Subcontractor shall incorporate this insurance procurement requirement into all sub-contracts or agreements Subcontractor enters into for work, labor and/or services performed as a result of this subcontract.
- m) Risk of Loss: All Risk of Loss of specified materials shall remain with Subcontractor until completion of the work under this contract and final payment is made by Owner.
- n) Compliance With Laws: The Subcontractor agrees that all work performed, including all equipment utilized, by him/her, his/her agents, servants and/or employees shall comply with and conform to all applicable Federal, State and local laws, rules and regulations, and this includes all Equal Opportunity Work Laws and regulations. To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless the Contractor, the Owner, the Architect, and the Architect's consultants from any and all claims for OSHA violations except for any such claims caused by the sole negligence of the Contractor, General Contractor and/or Owner, or the Architect or their employees.
- o) Waiver of subrogation and notice of cancellation: Subcontractor, to the extent required of the Contractor under the Prime Contract, waives all rights of subrogation against the Contractor, the Owner, and any other entity identified in the Contractor's subrogation waiver in the Prime Contract, and their respective agents, officers, directors, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. All of Subcontractor's insurance policies shall be endorsed to provide that the insurance will not be cancelled, materially changed or not renewed without at least thirty (30) days prior written notice to Contractor and the other Additional Insureds.