

Exhibit A: Addendum to AIA Document A401 – 2017 (page 1 of 4)

Insurance Requirements

Project: **Rebid Dutchess Stadium New Left Field Clubhouse, Seating Bowl and Restroom Building
(RFB-DCB-18-22)**

Types of Insurance

NOTE: Limits below are job specific requirements from the Owner. Lower Limits may be acceptable for subcontractors on Excess Umbrella. 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 policy for review.

<u>General Liability:</u>	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	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

****Construction Project Management**

Protective Liability / Errors and Omissions

Each Occurrence / Aggregate	\$1,000,000
Tail Coverage (years)	3 years minimum

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

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

Exhibit A: Addendum to AIA Document A401 – 2017 (page 2 of 4)

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All of the following Additional Insureds are required to be listed on a primary and non-contributory basis:

Owner: County of Dutchess, 22 Market Street, Poughkeepsie, NY 12601

**Piazza Inc. / Piazza Brothers Inc. are to be listed as the Certificate holder and also as an Additional Insured.
3 W Stevens Ave., Hawthorne, NY 10532**

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Insurance. 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 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 he/she will be required to evidence an original Workers' Compensation Certificate of Insurance and a copy of his/her 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 Law".
- b) Commercial 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 three 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.
- 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 work worksite. Subcontractor's policy shall be endorsed to include the Contractor, the Owner, the Architect, and the Architect's consultants via a 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. (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.

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Insurance Requirements

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- 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) All Subcontractor furnished insurance, including any Excess or Umbrella Insurance of Subcontractor shall: apply on a primary and non-contributory basis before application of any other available insurance of the Contractor or any entity or person the Contractor is obligated to procure additional insured coverage with obligations set forth in Section 12.1.6 of Article 12 of the AIA Document A401-2017.

- 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.

List of requirements for sub-contractor to submit for review:

1. General Liability
 - a. Copy of additional insured endorsements for ongoing & completed operations need must be supplied
 - b. Copy of waiver of subrogation endorsement must be supplied
 - c. Copy of primary/non-contributory endorsement must be supplied
 - d. Copy of the per project aggregate endorsement must be supplied
 - e. Copy of general liability forms page needs to be supplied
2. Commercial Auto
 - a. Copy of the additional insured endorsement must be supplied
 - b. Copy of the waiver of subrogation endorsement must be supplied
3. Excess Liability
 - a. Copy of primary/non-contributory endorsement must be supplied
4. Workers compensation
 - a. Copy of the workers compensation page noting NY in item 3A is required
 - b. Copy of waiver of subrogation for NY
5. Certificate of insurance Acord 25
 - a. Please follow the requirements in the Sub Contractor Agreement
6. Acord 855
 - a. Please submit a completed, signed, and dated ACORD 855.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)		
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE	

ADDENDUM INFORMATION CERTIFICATE NUMBER: REVISION NUMBER:

A. Insurer

- Admitted / authorized
- Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
- Other

C. Specific operations excluded or restricted (GL policy)

- Location: _____
- Type of construction: _____
- Building height: _____
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
- Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- Yes No and no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- Yes No and no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- Yes and no other option is available with this insurer No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- Yes and no other option is available with this insurer No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- Yes and no other option is available with this insurer No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision Yes, by endorsement No and no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)