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

Insurance Requirements

Project: Pocantico Hills CSD-Capital Improvement Phase 2

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 https://www.piazzabrothers.com/ftp/jobs/Pocantico Hills Phase 2 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.

General Liability per Project limit:	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

Automobile Liability: Combined Single Limit \$1,000,000

Workers' Compensation Coverage

Statutory

(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".

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

Excess or Umbrella 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.

Professional Liability / Errors and Omissions (if applicable)

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

**Contractors Pollution Liability/ Asbestos/Lead Abatement

Each Occurrence / Aggregate \$5,000,000
Completed Operations Coverage 3 years minimum

**Riggers Liability Limit of Liability As required by Owner

^{**} 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 5)

Insurance Requirements

Project: Pocantico Hills CSD-Capital Improvement Phase 2

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: Pocantico Hills Central School District

599 Bedford Road Sleepy Hollow, NY 10591

Architect: Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park

100 Hunt Center

Horseheads, NY 14845-1019

Construction Manager: LeChase

11849 East Corning Rd. Corning, NY 14830

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, including, but not limited to, the Architect's consultants and the Construction Manager's consultants.

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 coverage 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.) With respect to the Architect and the Construction Manager, and their respective consultants, ISO form CG 2032 07/04 or its equivalent should be used to afford additional insurance coverage.

Exhibit A: Addendum to AIA Document A401 – 2017 (page 3 of 5)

Insurance Requirements

Project: Pocantico Hills CSD-Capital Improvement Phase 2

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

https://www.piazzabrothers.com/ftp/jobs/Pocantico Hills Phase 2 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 - https://www.piazzabrothers.com/ftp/jobs/Pocantico Hills Phase 2

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, may review Subcontractor's insurance to determine compliance with the Owner's insurance requirements, and that Owner and/or Construction Manager may 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, Architect, Architect's Consultants, Construction Manager, Construction Manager's consultants, 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.

Exhibit A: Addendum to AIA Document A401 – 2017 (page 4 of 5)

Insurance Requirements

Project: Pocantico Hills CSD-Capital Improvement Phase 2

- 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, the Architect's consultants, Construction Manager, Construction Manager's consultants, 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, Architect, Architect's Consultants, Construction Manager, Construction Manager's consultants, 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)
 - Any of the Exclusions or Limitations listed in the Prime Contract pursuant to AIA Document A132-2019 Exhibit A, and § A.3.2.2.2. of the contract document.

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

Insurance Requirements

Project: Pocantico Hills CSD-Capital Improvement Phase 2

- 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 employees and volunteers, Architect, Architect's Consultants, Construction Manager, Construction Manager's consultants 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 the Prime Contract pursuant to AIA Document A132-2019 Exhibit A or 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.
- 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.



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).

u	is certificate does not comer rights to) tile	Certi	incate noider in ned or st).			
PRO	DUCER				CONTAC NAME:					
			PHONE FAX (A/C, No, Ext): (A/C, No):							
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INSU	RED				INSURE					
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					INSURE	RF:				1
CO	VERAGES CERT	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
IN CI	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	3	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED	\$	
								,	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:							COMPINED ONIOLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							` ' '	\$	
	AUTOS ONLY AUTOS								\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							(Fei accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR								\$	
	EXCESS LIAB CLAIMS-MADE								\$	
	DED RETENTION \$ WORKERS COMPENSATION							PER OTH- STATUTE ER	\$	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE									
	OFFICER/MEMBER EXCLUDED?	N/A							\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$	
	DESCRIPTION OF OPERATIONS BEIOW							E.E. DISEASE - POLICI LIWIT	Ψ	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	0 101, Additional Remarks Schedul	e, may be	attached if more	e space is require	ed)		
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						

AGENCT COSTOMER ID.	AGENCY CUSTOMER ID:	
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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	E CARRIER I							
ADDE	NDUM INFORMATION CERTIFICATE NUMBE	R:	REVISION NUMBER:							
Α.	Insurer									
	Admitted / authorized									
	Excess line or free trade zone									
_										
В.	3. 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 / e	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 addition	nal insured has	primary and noncontributory coverage							
	Yes No and no other optic	on is available w	ith this insurer							
F.	Additional insured will receive advance notice if insu	rer cancels (GL	policy)							
	Yes No and no other optic	on is available w	ith this insurer							
G.	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							
н.	"Insured contract" exception to the employers liability	ty exclusion is r	emoved 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 t subcontractors (not workers' compensation)	he additional in	sured for claims involving injury to employees of the named in	sured or						
	Yes and no other option is available with	this insurer	No changes made							

ADD	ENDUM INFORMATION (continued)	AGEN	CY CUSTOMER ID):				
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							
	Yes and no other option	is available with this insurer	No change	es 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 change	es made				
L.	Property damage to work performed or restricted	by subcontractors (exception to	o the "damage to	your work" exclusion in the IS	O CGL policy) is excluded			
	Yes and no other option	is available with this insurer	No change	es made				
M.	Excess / umbrella policy is primary a	nd non-contributory for additio	nal insureds					
	Yes, by specific policy provision	Yes, by endorsement	No and	no other option is availa	ble with this insurer			
	A	UTHORIZED REPRESENTATIVE SIGNATU	RE		DATE (MM/DD/YYYY)			

AGENCY CUSTOMER ID:

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 (sample form attached)
 - a. Please follow the requirements in the Sub Contractor Agreement
- 6. Acord 855 (sample form attached)
 - a. Please submit a completed, signed, and dated ACORD 855.