

REQUIRED INSURANCE COVERAGE-Subcontractors, Tier Subcontractors
L'DOR ASSISTED LIVING
WEST CLARKSTOWN ROAD, NEW CITY, NY 10956

Subcontractor and tier subcontractors agree not to enter the project site until the appropriate insurance documentation has been submitted to and approved by Storm King Group, Inc..

ADDITIONAL INSURED

THE GENERAL LIABILITY, BUSINESS AUTOMOBILE, UMBRELLA AND POLLUTION POLICIES ARE TO NAME THE FOLLOWING PARTIES AS ADDITIONAL INSURED FOR ON-GOING AND COMPLETED OPERATIONS ON A PRIMARY AND NON-CONTRIBUTORY BASIS: STORM KING GROUP INC.; FRIENDSHIP VENTURES, LLC; PAZ MANAGEMENT, INC.; L'DOR ASSISTED LIVING, LLC; HARRY A. SANDERS, ARCHITECT, P.C.; AND THEIR RESPECTIVE CONSULTANTS, OFFICERS, AGENTS AND EMPLOYEES, REGARDING PROJECT: L'DOR ASSISTED LIVING, WEST CLARKSTOWN ROAD, NEW CITY, NY the entire preceding phrase must appear on the certificate.

Additional insured policy language must extend beyond standard blanket additional insured endorsement to entities with whom bidder does not have a direct contract (Owner, related entities, affiliates, consultants, agents, etc) for General Liability, Auto Liability Umbrella/Excess liability and Pollution Liability.
 Acceptable Liability Additional Insured forms include: (1) CG 20 10 10 01 and CG 20 37 07 04 *or* (2) acceptable Carrier equivalents of these ISO Forms. If awarded, please submit copies of the additional insured endorsements with the certificate.

Certificate of Insurance (Acord 25) and Addendum (Acord 855) are required.

Certificate Holder: Storm King Group, Inc., 720 Neelytown Rd, Montgomery, NY 12549

Each Subcontractor, including an independent contractor, shall secure:

[X] NEW YORK STATE WORKERS COMPENSATION INSURANCE - REQUIRED

Employer's Liability – Statutory (Minimum \$1,000,000) ; waiver of subrogation shall apply **NYS**
Disability – Statutory. As required by the New York State Workers' Compensation Law, All out of state contractors working in New York must provide a Workers' Compensation Insurance Policy that specifically lists "New York" in Item 3A of the Policy Information page. Coverage limits must be at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

[X] COMMERCIAL GENERAL LIABILITY, and if necessary, COMMERCIAL UMBRELLA LIABILITY shall be furnished on an OCCURRENCE basis including premises operations; contractual liability; independent contractors protective; underground hazards including explosion, collapse; personal injury and property damage; personal & advertising injury; cross liability coverage; liability assumed in a contract (including the tort liability of another assumed in contract); products/completed operations. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party-over claims. **Coverage must include as insureds all entities and individuals that are noted above as "Additional Insureds" for On-going and Completed operations on a Primary and Non-contributory basis with limits of not less than:**

<u>Liability</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
General Aggregate		\$5,000,000.
Personal & Adv. Inj.	\$5,000,000.	\$5,000,000.
Property Damage	\$5,000,000.	\$5,000,000.
Products/Comp.Ops.		\$5,000,000.

**PER PROJECT AGGREGATE and WAIVER OF SUBROGATION SHALL APPLY;
COMPLETED OPERATIONS COVERAGE FOR ONE YEAR.**

***TESTING AND/OR COMMISSIONING OF EQUIPMENT, WHETHER BY SUBCONTRACTOR CONTRACTED TO STORM KING GROUP OR BY SUBCONTRACTOR'S VENDOR MUST BE COVERED.** Failure to provide this coverage will not relieve the Subcontractor or its vendor from liability.

[X] AUTOMOBILE LIABILITY - \$ 1,000,000.

Combined single limit for EACH OCCURRENCE because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of owned, non-owned or hired automobiles and for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of owned, non-owned or hired automobiles. Coverage must include as insureds all entities and individuals that are noted above as "Additional Insureds" on a Primary and Non-contributory basis. Waiver of Subrogation shall apply.

[X] EXCESS LIABILITY (UMBRELLA) - any additional limit required to achieve specified underlying general liability/auto coverage limits; full limits as stated in the policy shall apply; coverage for additional insureds must be on a primary and non-contributory basis; terms must follow form of the underlying policy. Coverage provided by the Umbrella shall be as broad as the underlying policies and the Aggregate shall apply specifically to this project on a "Per Project Basis". Waiver of Subrogation shall apply.

SPECIALTY COVERAGE FOR APPLICABLE SUBCONTRACTORS, BY SCOPE, ONLY:

❖ ONLY FOR DESIGN SERVICES, including surveying & sheeting/shoring design:

[X] PROFESSIONAL LIABILITY INSURANCE in an amount not less than \$1,000,000

Coverage is to be written on an "Occurrence" form, if coverage is written on a "Claims Made" or "Claims First Made" form, coverage must be maintained for a period not less than twenty-four (24) months after the completion of the Project.

❖ ONLY for SITEWORK and DEMOLITION SUBCONTRACTORS (including subcontractors unless Storm King Group agrees otherwise for specific subcontractors):

[X] POLLUTION LIABILITY insurance in the amount of \$1,000,000 per occurrence,

\$2,000,000. aggregate Coverage must include as insureds all entities and individuals that are noted above as "Additional Insureds" on a Primary and Non-contributory basis. Waiver of Subrogation shall apply Additional insured as detailed on previous page.

❖ ONLY for ABATEMENT/REMOVAL/DISPOSAL OF HAZARDOUS MATERIALS

[X] POLLUTION LEGAL LIABILITY insurance in the amount of \$2,000,000 per occurrence;

Coverage must include as insureds all entities and individuals that are noted above as "Additional Insureds" on a Primary and Non-contributory basis. Waiver of Subrogation shall apply***If transporting hazardous materials, the Sub-contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS90*

SUBCONTRACTS IN EXCESS OF \$250,000. SHOULD BE ABLE TO PROVIDE:

[X] PAYMENT & PERFORMANCE, LABOR & MATERIAL BONDS or an alternate security arrangement acceptable to Storm King Group and their Surety, i.e. irrevocable letter of credit for a mutually agreed percentage of the contract value.

Coverage shall be by insurers satisfactory to Client under the terms of the Prime Agreement.

Trade Subcontractor shall provide and maintain current certificates of insurance, showing at least **15 DAYS** notice prior to change or cancellation of policy and waiving any right of subrogation relative to client and Prime Contractor. *Nothing contained within the Insurance Requirements should be interpreted to limit the type or quantity of insurance subcontractor should maintain, or to limit the extent of subcontractor's responsibility for indemnification or payment of damages resulting from its operations, or the operations of any sub-subcontractors, on the project.*

The Subcontractor shall be responsible for protection of his own materials stored at the site, and shall be responsible for any losses from theft or casualty of any of its equipment, supplies, tools, or materials until incorporated into the Project. The Owner and/or Contractor will not be responsible for loss by theft of any materials stored at the site. The Subcontractor is cautioned to limit the amount of material delivered and stored at the site, and may choose to insure the risk from theft, or self insure, as it elects. In addition to, and not in limitation of the foregoing, the Subcontractor shall be responsible for any losses from casualty or theft of all materials and equipment until fully attached to and properly installed in the Project.

PLEASE CONTACT PATRICK ROGAN AT 845-457-5552 X212 WITH ANY QUESTIONS.