

**STRUCTURE TONE, LLC (GENERAL CONTRACTOR)  
AND  
PROJECT NAME**

**DATE  
FOR  
PROJECT #TBD**

**Insurance Requirements**

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**INSURANCE RIDER**

Trade Contractors shall procure and maintain, at their sole cost and expense, the following insurance coverages:

**1. Workers Compensation:**

Coverage A. Statutory Benefits

Coverage B. Employers Liability as follows:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

**2. Commercial Auto Coverage:**

Automobile Liability coverage of not less than \$1,000,000 combined single limit for each, each accident, covering all owned, leased, hired and non-owned autos. The limit may be provided through a combination of primary and umbrella/excess liability policies.

**3. Commercial General Liability:**

The limits of liability shall not be less than the following, or those typically required by Contractor of its Subcontractors for projects of similar size and scope. Limits must be on a per project basis.

Each Occurrence Limit	\$2,000,000
Personal Advertising Injury Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$4,000,000
General Aggregate Limit (Other than Products/ Completed Operations)	\$4,000,000

The limit may be provided through a combination of primary and umbrella/excess liability policies.

The policy must include:

- a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU)
- b) Independent Contractors;
- c) Products and Completed Operations coverage (Trade Contractor agrees to maintain this coverage for a minimum of two (2) years following completion of its work and to

continue to name Contractor and any other required parties as Additional Insured(s) for the entire one (1) year period).

- d) Contractual Liability coverage, or its equivalent and a Separation of Insureds clause.
- e) Broad Form Property Damage coverage, including completed operations or its equivalent.
- f) An **Additional Insured Endorsement** (CG 20 10 11 85 (or both new forms CG 20 10 and CG 20 37) in favor of the following:
  - 1. Structure Tone, LLC, owners, their trustees, officers, directors, members, agents, affiliates, and employees
  - 2. Colgate Palmolive Company
  - 3. Gruskin Architecture + Design, P.C.
- g) A primary endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy".
- h) CGL coverage must be written on an "occurrence" form; "Claims Made" and "Modified Occurrence" forms are not acceptable.
- i) A Waiver of Subrogation, to apply in favor of all those set forth in Paragraph 3 (f) above.

**4. Property Insurance:**

Trade Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment, materials and tools, including any tools owned by employees and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Trade contractor or its subcontractors. The requirement to secure and maintain such insurance is solely for the benefit of Trade Contractor. Failure of the Trade Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Structure Tone, LLC and / or its subsidiaries and other related entities. Owner or their agents and employees or any other additional insured for any losses. If the Trade Contractor secures such insurance, the insurance policy shall include a waiver or subrogation waiving any right of recovery against Structure Tone, LLC and / or its subsidiaries and other related entities, and any other additional insured listed in paragraph 3(f).

**5. Umbrella or Excess Liability**

Umbrella or excess form, with limits of not less than:

Each Occurrence Limit	\$ 5,000,000
Aggregate Limit	\$ 5,000,000

**6. Professional Liability**

a) If Subcontractor is performing any professional services, including but not limited to architectural, surveying, consulting, design-build or engineering work at or for the Project, Subcontractor shall obtain Professional Liability insurance, including contractual liability coverage, with limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate which shall remain in place following completion of the project.

b) The retroactive date of the Professional Liability policy will pre-date the beginning of any services provided under the Subcontract Agreement and will not

be advanced during the period of time that the Subcontractor is required to carry the insurance coverage.

**7. Hazardous Materials**

If Subcontractor and/or its subcontractors or suppliers, regardless of tier, perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law, Subcontractor and its sub-subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Structure Tone, LLC and Owner as additional insureds on a primary, non-contributory basis.

**8. Other Requirements:**

- a) All policies must contain an endorsement affording an unqualified thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- b) All policies must be written by insurance companies whose rating in the most recent Best Rating Guide, is not less than A:VII. All coverage forms must be acceptable to Contractor. Trade Contractor agrees to provide a full certified copy of any policy maintained by Trade Contractor to Contractor upon Contractor's request therefore.
- c) Certificates of Insurance with the required endorsements evidencing the required coverage's must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Contractor or Trade Contractor performed on behalf of Contractor shall be covered by such insurance. The wording "Endeavor" and ... "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate. If your carrier or broker will not remove such language from the certificate, a separate endorsement requiring 30-day notice of cancellation will be required. Additional Insured endorsements must be in the form of CG2010 and CG2037 or its equivalent along with the Primary/Non-Contributory Endorsement CG 2001 and Waiver of Subrogation. Note that endorsements containing contract privity wording "YOUR WORK DONE UNDER A CONTRACT WITH SUCH PERSON OR ORGANIZATION" will be rejected as the contract is between Structure Tone and the Subcontractor, not Structure Tone and all the additional insured listed on the Certificate of Insurance. Endorsements must specifically list ALL required additional insured for the project OR indicate "Structure Tone and those others as required by written contract".
- d) If the Trade Contractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Trade Contractor in which event the Trade Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- e) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Trade Contractor is herein responsible and which is described in this section. Contractor shall not notify Trade Contractor if Contractor exercises its right, whereupon Trade Contractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such Insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days' written notice to Trade Contractor, to require that

Trade Contractor resume the procurement and maintenance of any insurance for which Contractor has elected to become responsible pursuant to this subsection; in such event, the sums paid to Trade Contractor by Contract shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages.

Such refund shall be equitably pro-rated based upon Trade Contractor's completed work at the time of such adjustment.

- f) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Trade Contractor create higher than normal hazards, and, to require Trade Contractor to name additional parties in interest to be Additional Insureds.
- g) Nothing in this Exhibit shall reduce Trade Contractor's obligations as set forth in the Contract, purchase order, notice to proceed or any subcontract agreement.
- h) Trade Contractor shall require similar written express waivers and insurance clauses from each of its sub-tier subcontractors.

#### **9. Notices.**

All Certificates of Insurance each with required endorsements attached are to be forwarded directly to VertikalRMS via email to [structuretone@vertikalrms.com](mailto:structuretone@vertikalrms.com). You are to submit your insurance in one "pdf file" per project. That pdf file is to contain ALL required documents for said project (i.e., if the project calls for three certificates, then all three certificates each with their endorsements following must be in this pdf file). The pdf file is to be named with the project number and name (i.e., 15003807 Colgate – B-Wing 1<sup>st</sup> Floor Renovation). Following this process will make the upload process proceed quicker and without delays.