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WE'RE BUILDING IT.

National Insurance Requirements

Definitions:

The phrase "Contractor" refers to all Plaza Construction operating entities.

Trade Partners Requirements:

Subcontractor to provide insurance as follows, at no additional cost to Contractor:

1. **Workers Compensation and Employers Liability:**

- a. Statutory workers compensation (including occupational disease) in accordance with the law and including the other states endorsement;
- b. Employers liability insurance with a limit of at least \$1,000,000 per accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

2. **Commercial General Liability ("CGL")** with limits provided within this document with a combined single limit for bodily injury, personal injury and property damage as follows per region:

- a. NY & IL: \$2,000,000 per occurrence and \$4,000,000 aggregate.
- b. All other states: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Coverage shall provide and encompass at least the following:

- i. X, C and U hazards, where applicable;
- ii. Per project aggregate endorsement;
- iii. Broad form blanket contractual liability covering all indemnity agreements;
- iv. CGL coverage written on an occurrence form;
- v. Additional insured endorsement CG 2038 0413, or equivalent, including but not limited to any additions or deletions by owner or contractor;
- vi. Completed operations endorsement CG 2037 0413;
- vii. Waiver of subrogation;
- viii. Policy to be primary and non-contributory as respects the coverage afforded the additional insureds;

- ix. New York Construction Certificate of Liability Insurance Addendum Acord 855 where applicable.

Where applicable, the Commercial General Liability ("CGL") maintained by subcontractor shall not contain the following exclusions or policy limitations:

- x. Labor law exclusions, including but not limited to New York Labor Law §§ 240 and 241;
- xi. Cross-suit liability exclusions for claims between named insured and additional insureds;
- xii. Exclusions or limitations for residential work on the above policies;
- xiii. General liability exclusions for employee bodily injury;
- xiv. Third party action over general liability exclusion (also known as action over exclusion or injury to employees exclusion);
- xv. Exclusions and/or limitations for the work of the contractor's subcontractor (also known as subcontractor's warranty provision) or independent contractors;
- xvi. New York operations and work exclusion and/or specified operations exclusion (policy must include coverage in the city and state where the work is performed);
- xvii. Contractual liability exclusions or limitations;
- xviii. Fellow employee exclusions or employers liability exclusions;
- xix. Physical abuse and/or molestation exclusion;
- xx. Height or exterior height limitations or exclusion;
- xxi. Gravity related injuries;
- xxii. Any other exclusion or policy limitation that would otherwise void the coverage for the additional insureds in connection with the work.

- 3. **Commercial Automobile Liability** ("AL") including all owned, leased, hired and non-owned automobiles with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

4. **Umbrella and/or Excess Liability** policies must follow form of the underlying CGL and AL policies and be extended to “drop down” to become primary. Such insurance shall be primary and non-contributory to any other valid collectible insurance. The total required limits may be provided through a combination of primary and umbrella excess liability policies as follows:

NY, CT & IL Limit Requirement: \$25,000,000

All Other States Requirement: \$15,000,000

Work Type:

- Excavation and Foundation
- Curtain Wall, Window and related work
- Precast Façade
- Restoration, Rigging, and/or Steel Erection

NY, CT & IL Limit Requirement: \$10,000,000

All Other States Requirement: \$10,000,000

Work Type:

- Mechanical
- Electrical
- Plumbing
- Sprinkler
- Miscellaneous Steel
- Concrete
- Elevator/Escalator
- Masonry

All States Requirement: \$2,000,000 to \$5,000,000

Work Type:

- All Other Work not referenced above

5. Pollution Liability Coverage, if required, with limits of at least \$5,000,000
6. Certificates of Insurance indicating the Project Name must be submitted, approved, and available to the Owner prior to commencement of Work, and provide for 60 days written notice prior to cancellation, non-renewal or material modification in any policy to:

PLAZA CONSTRUCTION
360 LEXINGTON AVENUE, 2ND FL.
NEW YORK, NEW YORK 10017
ATTN: RISK MANAGEMENT DEPARTMENT

7. A Certificate of Insurance, when submitted to Contractor, constitutes a warranty by Subcontractor that:
 - a. Blanket Contractual Liability under the Commercial General Liability Policy has been endorsed to cover the Indemnities specified in the General Conditions to the Subcontract between the Contractor and the Subcontractor.
 - b. The Commercial General Liability Policy names as additional insured the parties listed in the Subcontract
 - c. With respect to the Excess Liability Insurance, the following policies are scheduled as primary:
 - i. Commercial General Liability
 - ii. Automobile Liability
 - iii. Employers Liability
 - d. The insurance policies for all Subcontractor's insurance shall include a waiver of subrogation as follows: "It is agreed that in no event shall these insurance companies have any right of recovery against Plaza Construction, Tenant, and the Owner, Landlord and Architect described in the Contract/Purchase Order, or their Agents, Servants, Employees, or Parent, Affiliate or Subsidiary companies.

- e. All insurance carriers must: (i) be licensed and admitted in the state in which the project is located; and (ii) be rated at least A-VII in Best's.
 - f. The Subcontractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Subcontractor. The requirement to secure and maintain such insurance is solely for the benefit of the Subcontractor. Failure of the Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor or Owner or any other party for any losses.
 - g. Should the Subcontractor engage a sub-subcontractor, the same conditions applicable to the Subcontractor under these Insurance Requirements shall apply to each sub-subcontractor.
8. Contractor or Owner shall (at their option) purchase and maintain, in a company or companies lawfully authorized to do business in the state the Project is located, Builder's Risk insurance written on an "all-risk" policy form, which shall also cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The builder's risk insurance shall provide coverage at one hundred percent replacement cost for all materials and equipment permanently incorporated into the buildings and structures forming a part of the Work, and all materials and equipment on or about the job site intended for permanent incorporation into said buildings and structures. The builder's risk insurance shall name as insured Owner, Contractor, and all subcontractors of any tier performing any portion of the Work at the Project, as their interests may appear. Subcontractor agrees to reimburse Contractor for all losses Contractor sustains, as a result of any loss covered under the builder's risk insurance and attributable to the acts or omissions of Subcontractor, up to the deductible amount.
9. To the fullest extent permitted by law, Subcontractor waives all rights of subrogation which it may have against Owner, Contractor, or any other subcontractor performing any portion of the Work, for any loss, claim, or

damages covered under the builder's risk insurance procured in connection with the Project, with the exception of Subcontractor's right or entitlement to any proceeds of such builder's risk insurance.