

**INSURANCE ADDENDUM**

**PROJECT:** Jacob Javits Center Phase 2

**TRADE:** UTILITY RELOCATIONS

**INSURANCE**

Prior to commencement of any work under this Contract and until all obligations under this contract are fulfilled, the Contractor and each and every Subcontractor of the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner and/or Construction Manager, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" and/or "Subcontractor" as used in this insurance rider, shall mean and include Contractors and Subcontractors of every tier.

- A. Statutory Worker's Compensation and Occupational Disease Insurance in accordance with the applicable state law or laws: Employer's Liability Insurance with Limit of Liability of at least One Million (\$1,000,000) Dollars.

Contractor shall include coverage for claims under the Longshore & Harbor Workers Act (L&HWCA) and any other maritime legislation.

The Contractor shall provide a copy of the "Employer's First Report of Injury" or its equivalent to **Tishman Construction Corporation of New York, 100 Park Avenue, 6<sup>th</sup> Floor, New York, NY 10017, Attn: Risk Management Department**, within thirty (30) days of any injury or illness to any employee of the contractor arising out of, or alleged to have arisen out of or during the course of work performed on this project.

- B. Commercial General Liability with combined Bodily Injury and Property Damage limits of not less than **Two** Million **(\$2,000,000)** Dollars per occurrence and **Four** Million **(\$4,000,000)** in the general aggregate. The general aggregate must be applicable on a per project basis. Coverage must include the following perils:
1. Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
  2. Completed Operations/Products Liability to be maintained for six (6) years beyond completion and acceptance of the project.
  3. Broad Form Property Damage
  4. "XC&U" Perils, where applicable
  5. Personal Injury Liability (A, B, & C)
  6. Independent Contractors
  7. Endorsement (CG2010 version 11/85 or its equivalent) must be furnished reflecting the inclusion of the interests TISHMAN CONSTRUCTION CORPORATION OF NEW YORK; and its respective parent companies, affiliates, related entities, corporations and/or partnerships and its owned, controlled, affiliated, associated and subsidiary companies, corporations, and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each and all other indemnitees named in Schedule 1 as **Additional Insureds**.
  8. Coverage is to be endorsed to reflect that the insurance provided is to be primary and non-contributory for the Contractor, Owner, Construction Manager and all other indemnitees named in the Contract.
  9. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of New York or otherwise acceptable to the Owner and Construction Manager.
  10. A Copy of the policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of **TISHMAN CONSTRUCTION**

**CORPORATION OF NEW YORK.**

- C. Umbrella Liability limits of not less than Twenty Five Million (\$25,000,000) Dollars per occurrence and Twenty Five Million (\$25,000,000) Dollars in the aggregate. Umbrella Liability should be written on a Follow Form basis.
- D. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with a combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars. Automobile Insurance must include all additional insureds.
- E. If contractor renders Professional Services, Professional/Errors and Omissions Liability Insurance covering the design and engineering services required by contract in an amount not less than Five Million (\$5,000,000) Dollars per claim and Five Million (\$5,000,000) Aggregate. For "claims-made" coverage:
1. The retroactive date must be on or prior to the start of work under this contract.
  2. The Contractor must purchase "tail Coverage/an extended reporting period" or maintain coverage for a period of three (3) years
- F. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and/or Construction Manager Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of **TISHMAN CONSTRUCTION CORPORATION OF NEW YORK** to be named as **Loss Payees** and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.
- "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided a replacement cost basis. Contractor shall be responsible for all deductibles.
- G. The above insurance shall each contain the following wording verbatim:
- "TISHMAN CONSTRUCTION CORPORATION OF NEW YORK AND OWNER** are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to **TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, 100 Park Avenue, New York, NY 10017, Attn: Risk Management Department**, by certified mail - return receipt requested."
- H. The amount of insurance contained in aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor or any of their Subcontractors.
- I. The Contractor shall file certificates of insurance prior to the commencement of work and/or payment with the Owner and/or Construction Manager which shall be subject to the Owner and Construction Manager's approval of adequacy of protection and the satisfactory character of the Insurer.

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner and/or Construction Manager shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner and/or Construction Manager immediately upon presentation of a bill.

- J. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Owner at its sole expense will provide and maintain the following insurance for itself, Contractors and Subcontractors performing work or services in connection with the project.

"All Risk" Property Insurance on the project and all materials, equipment and supplies located at the project site which are to become a permanent part of the construction, while awaiting erection and until completion of erection. Coverage is provided on a replacement cost basis.

NOTE: In addition to the standard policy exclusions:

1. No coverage is provided for Temporary Structures and Contractor's Tools and Equipment.

2. No coverage is provided for losses resulting from Flood and Earthquake.
  3. No coverage is provided for any material, equipment, or supplies located away from or in transit to the project site.
  4. All covered losses are subject to a \$10,000.00 deductible which shall be the responsibility of the Contractor, where applicable.
- K. Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Contract.
- M. All policies effected by the Contractor shall contain a provision requiring the insurance carriers to waive their rights of subrogation against **OWNER** and **TISHMAN CONSTRUCTION CORPORATION OF NEW YORK** and all other indemnitees named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the Subcontractor shall be required to maintain limits of liability of not less than Five Million (\$5,000,000) Dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the Contractor.

Schedule 1

Additional Insureds:

Tishman Construction Corporation of New York;

and its respective parent companies, affiliates, related entities, corporations and/or partnerships and its owned, controlled, affiliated, associated and subsidiary companies, corporations, and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees

The New York Convention Center Development Corp.

The New York State Urban Development Corporation d/b/a Empire State Development