

**ADDENDUM TO CONTRACT BETWEEN _____ (“OWNER”) AND
_____ (“CONTRACTOR”) DATED _____ FOR THE FOLLOWING
PROJECT _____ (NAME AND ADDRESS/LOCATION) IN NEW YORK
STATE RESPECTING INDEMNIFICATION AND ADDITIONAL INSURED
COVERAGE**

General Conditions:

A. It is agreed by the Owner and the Contractor that this Addendum is a part of the Contract for the work to be performed by the Contractor for the Owner (the “Work”), and that the obligations of the Contractor to the Owner under this Addendum shall survive the completion of the performance by the Contractor of the Work performed by the Contractor for the Owner in connection with the performance of each job.

B. The Contractor agrees that failure of the Owner to enforce any of the terms of this Addendum shall not waive the responsibility of the Contractor to comply with these conditions and requirements.

C. If any part of the Work is subcontracted, each of the subcontractors (including subcontractors of a subcontractor, etc.) shall contract to comply fully in the same manner as the Contractor, and each such subcontractor (including subcontractors of a subcontractor, etc.) shall contract in writing to indemnify and hold the Owner harmless and to provide the insurance coverages as specified in this Contract/Addendum, and subject to the same terms and conditions (including notice of cancellation, non-renewal, or reduction in coverage) as are agreed to in this Contract/Addendum.

D. The obligations set out in this Addendum shall be in addition to all other obligations assumed by the Contractor to the Owner; shall not be construed to negate, diminish, or otherwise reduce any other rights of the Owner; and all liability for breach of performance shall survive the termination of this contract and the approval by the Owner of the completion of the Work. Among other obligations, the Contractor shall take all necessary precautions to prevent injury to persons or property during the progress of such Work; and the maintenance of public liability insurance and the agreement to hold harmless shall not discharge this obligation.

E. This Addendum shall be interpreted under the law of the State of New York; and to the maximum extent feasible, shall be construed so as to conform and comply with such law. If any portion of this Addendum is judicially held invalid the remainder shall survive such declaration and be valid and enforceable.

Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner’s real estate manager, the Owner’s officers, directors and employees, the Architect, the Architect’s consultants, and agents and employees of any of them (the “Indemnified Parties”), from and against claims, damages, losses, and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from the performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Paragraph.

Insurance Procurement:

A. Prior to the commencement of the Work under this contract, the Contractor shall provide Commercial General Liability insurance, Umbrella or Excess insurance, and Commercial Automobile insurance for the Owner and others as specified below and, and shall have the following minimum terms:

1. Commercial General Liability (CGL) coverage must be provided on the latest version of ISO form CG 00 01 xx xx or its equivalent.
 - a. Additional insured status for ongoing operations shall be granted under the CGL coverage by use of the latest version of ISO endorsement CG 20 10 xx xx or CG 20 26 xx xx. Additional insured status for completed operations shall be granted under the CGL coverage by use of the latest version of ISO endorsement CG 20 37 xx xx. The endorsements shall name the following as additional insureds: the Owner, the Owner’s real estate manager, and the officers, directors and employees of any of them, or any other entity designated by the Owner from time-to-time (the “Additional Insureds”).
 - b. The CGL coverage afforded to the Additional Insureds must be at least equal to \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - c. The CGL coverage afforded to the Additional Insureds shall be written on a primary and non-contributory basis; any other coverage available to the Additional Insureds shall be excess over the coverage to be provided by Contractor.
 - d. The following exclusions and definitions in the CGL Coverage Form may not be modified in any manner either in the Form itself or by endorsement:
 - (i). Exclusion “b. Contractual Liability” in Coverage A;
 - (ii). Exclusion “e. Employer’s Liability” in Coverage A; and
 - (iii). the definition of “insured contract.”
 - e. The CGL insurance policy shall not contain any exclusionary language that bars or limits coverage for “bodily injury” arising out of any elevation

related risks.

f. The CGL insurance policy shall include an endorsement that waives any rights of subrogation against the Additional Insureds, and the CGL insurance policy shall not exclude or limit coverage due to the waiver of subrogation against the Additional Insureds.

3. Umbrella Excess liability insurance, following form of underlying Commercial General Liability policies, with limits of [INSERT LIMIT] per occurrence and [INSERT LIMIT] aggregate. No Aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

4. Automobile liability insurance, covering any liabilities of the Contractor and the Owner with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 01 xx xx with a limit at least equal to \$1,000,000 per occurrence.

B. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A.M. Best Company at least A minus (policyholders rating) and IX (financial rating).

C. All policies shall be endorsed to require at least 30 days advance notice, certified mail, to the Owner, attention of [INSERT NAME], of cancellation, non-renewal, or reduction in coverage.

D. As soon as possible before the Work begins on each job performed for the Owner by the Contractor, but at least 30 days before commencement of Work, the Contractor shall supply to the Owner with a copy of each of the policies (not Certificates of Insurance) identified in paragraph 1 above.

E. The Contractor will also have in place the following coverages for its own benefit, which shall be in place at all times during the performance of the Work, and with the following minimum terms:

1. Workers' Compensation and Employers' Liability coverage as required by law.
2. New York State Disability Benefits Law Coverage as required by law.

Warranties and Representations

The failure of the Contractor to fully and strictly comply with the insurance requirements is deemed to be a material breach of the agreement, the Contractor warrants and represents to the Indemnified Parties that its insurance policy fully and completely complies with all of the terms and conditions set out in the insurance requirements of this contract. The Contractor accepts full and complete financial responsibility for any incompatibility between the insurance actually

obtained and the insurance requirements set out in this contract, without reference to any other insurance available to the Indemnified Parties. Further, the Contractor agrees that, to the extent that the Contractor fails to procure the insurance required by this contract, or to the extent that any insurance purchased by the Contractor to protect, defend, and/or indemnify the Indemnified Parties shall prove to be deficient to fully comply with the insurance requirements of this contract, the Contractor shall be fully liable to the Indemnified Parties for all resulting damages, including all fees and costs incurred in defending any claims, paying any settlements or judgments, and/or in pursuing the insurers for coverage.

Further, the Contractor agrees to pay such damages not only to the Indemnified Parties, but also to any insurer they may have (which, contractually is bound to pay the same damages, costs, and expenses); and such insurer may fully enforce this condition against the Contractor (as if it were an Indemnified Party).

THE ABOVE IS AGREED:

Dated:

FOR [NAME], Owner

FOR [NAME], Contractor