

**WORK ORDER**  
**STANDARD INSURANCE & BONDING APPENDIX – NEW YORK**  
*This insurance attachment incorporates any agreed changes to the Master Subcontract Agreement Insurance Attachment.*

**A. INCORPORATION**

**This Insurance/Bonding Requirements Exhibit (the “Exhibit”) reflects the global agreement by the Subcontractor to provide the insurance required herein. This Exhibit is deemed to be, and is hereby made a part of, the Master Subcontract Agreement.**

1. Subcontractor shall, at its own expense, maintain in effect not less than the following coverages and limits of insurance with insurers, policy forms and deductibles satisfactory to Contractor and the Owner. If Subcontractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Subcontractor agrees to amend, supplement or endorse the existing coverage to do so, at no additional cost to Contractor.

- a) **Workers' Compensation and Employer's Liability Insurance**  
**State Workers' Compensation – coverage as required by law. New York must be listed in Item 3.A of the policy Declarations.**

Employer's Liability with limits not less than each of the following:

|             |   |
|-------------|---|
| \$1,000,000 | each accident for bodily injury;            |
| \$1,000,000 | policy limit for bodily injury by disease;  |
| \$1,000,000 | each employee for bodily injury by disease. |

Waiver of Subrogation Endorsement is required in favor of Contractor and the Owner.

- b) **General Liability and Umbrella/Excess Insurance**

Subcontractor shall carry a Commercial General Liability Policy provided on, or equivalent to, a current ISO form occurrence policy including coverage for damages because of bodily injury, property damage, personal and advertising injury, and products-completed operations. Subcontractor shall provide limits as required for your trade in accordance with subsection i or ii below. If the policy is in excess of a Subcontractor SIR (self-insured retention), the amount of such SIR must be clearly identified on the Certificate of Insurance. Contractor reserves the right to reject the application of such SIR, or require the Subcontractor to provide either a bond on the SIR or an Owners and Contractors Protective policy at no additional cost to Contractor.

Limits may be satisfied with a combination of primary, excess and/or umbrella policies of insurance, provided that all such policies comply with the requirements of this Exhibit, including but not limited to naming the additional insureds on a primary and non-contributory basis as set forth below in Section B.2.

Coverage must be maintained from the commencement of the work until not less than six (6) years following substantial completion and acceptance of the project.

- i) **Specified Trades including** Excavation, Shoring, Demolition, Crane related work, Exterior Skin, Steel Erection, Roofing, Waterproofing, Fire Protection, Mechanical, Electrical and Plumbing, Metal Decking over three (3) stories, any

work at heights (whether interior or exterior), and/or any other trades as Swinerton may specify. Contractor reserves the right to amend the required limits of insurance commensurate with the Subcontractor's risk. The Limits of Liability for Bodily Injury and Property Damage under this section shall not be less than:

\$10,000,000 each Occurrence;  
\$10,000,000 Products/Completed Operations Aggregate;  
\$10,000,000 General Aggregate Limits on a Per Project basis

ii) **Tower Crane Operator:** The Limits of Liability for Bodily Injury and Property Damage under this section shall not be less than:

\$25,000,000 each Occurrence;  
\$25,000,000 Products/Completed Operations Aggregate;  
\$25,000,000 General Aggregate Limits on a Per Project basis

iii) **All Other Trades:** The Limits of Liability for Bodily Injury and Property Damage under this section shall not be less than:

\$2,000,000 each Occurrence;  
\$4,000,000 Products/Completed Operations Aggregate;  
\$4,000,000 General Aggregate Limits on a Per Project basis

c) **Automobile Insurance**

\$1,000,000 C.S.L. (Combined Single Limit) and shall cover owned, hired and non-owned automobiles.

d) **Umbrella/Excess Insurance** – If needed to meet the requirements of a., b., and c above.

e) **Professional Liability Insurance (Errors and Omissions)**

All Subcontractors with design responsibility shall provide the following additional coverage: A Professional Liability Policy (Errors and Omissions) with Limited Contractual Liability Coverage in favor of Contractor and Owner and a deductible no greater than \$25,000 per claim and a Waiver of Subrogation in favor of Contractor and Owner. Any SIR must be clearly identified as such on the Certificate of Insurance and is subject to Swinerton's approval. This insurance shall be maintained for not less than the duration of the project and five (5) years following completion of construction. Retroactive date of such policy must be on or before the date Subcontractor began offering professional services. Limit of liability shall be not less than \$1,000,000 Per Claim.

f) **Pollution Liability Insurance**

When coverages listed below are required, policy will contain Additional Insured and Waiver of Subrogation endorsements in favor of Contractor.

**Asbestos and/or Lead Liability:** If work contemplates asbestos or lead abatement, Subcontractor shall provide such insurance coverage on an occurrence basis for claims arising out of abatement, removal, storage, transportation and disposal activities with a limit of liability not less than \$5,000,000 per occurrence.

**Job Name/Location**  
**Swinerton Builders Job No. \_\_\_\_\_**  
**Date**  
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**These requirements are SPECIFIC to this job,  
as per Owners requirements. Please submit a  
Certificate and Endorsement specific to this job.**

**Environmental Impairment Liability:** If work contemplates handling or hauling other pollutants, subcontractor will provide insurance to coverage, among other things, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, and disposal. Such insurance shall be written on an occurrence basis with no sunset clause, or on a claims-made basis with a minimum 5 year extended reporting period (tail) with limits of not less than \$5,000,000 each Occurrence (if written on an occurrence basis) or, \$5,000,000 each Claim (if written on a claims-made basis).

**Mold Liability:** Any work that includes EIFS, curtain wall exterior or plumbing, Subcontractor shall provide evidence of Pollution Liability insurance including liability coverage for mold related claims. Such insurance coverage shall be written on an occurrence basis with no sunset clause, or on a claims made basis with a five (5) year extended reporting provision with limits not less than \$1,000,000 per claim or per occurrence.

2. The following requirements are applicable to all insurance coverages required under this Exhibit, except to the extent otherwise indicated:
  - a) Project Specific Additional Insured Listing:
    - “Contractor” named in this Agreement (Contractor or SOLV, Inc.), its parent and affiliated companies;
    - Owner (as outlined in the project specific insurance attachment)
    - Other parties as required by Owner and/or necessitated by construction activities.
  - b) All insurance required by this Exhibit must name the Additional Insureds noted in Section 2a above, or otherwise identified in the Prime Contract, as respects liabilities arising out of Subcontractor’s work under this contract (including Products/Completed Operations) on the ISO CGL Endorsement CG 20 10 11 85 “Owners, Lessees or Contractors (Form B)”, or the two ISO CGL Endorsements CG 20 10 04 13 and CG 20 37 04 13; these two endorsements together are an acceptable alternate to the “11 85” form. All other proposed endorsement forms are subject to approval.
  - c) Primary Insurance Clause - All insurance coverage required hereunder and/or provided by the Subcontractor, including primary and umbrella or excess insurance, shall apply on a primary basis and non-contributory basis with any other insurance policy(s) of Contractor, the Owner and those additional insured entities as identified in the Prime Contract. “Follow form” coverage on the umbrella or excess insurance is insufficient; an actual endorsement providing primary/non-contributory insurance for the additional insureds is required.
  - d) To the fullest extent permitted by law, all insurance furnished in connection with this Exhibit shall include a Waiver of Subrogation Endorsement in favor of Contractor and the Owner.

- e) All Insurance coverage provided by the Subcontractor shall be through acceptable insurance carriers licensed in the state(s) where work is being performed with a minimum A.M. Best Company standard of A-:VII or greater.
  - f) Subcontractor will provide written notice to Contractor and Owner at least thirty (30) days prior to termination, non-renewal, cancellation or reduction of coverage in the policy.
  - g) The limits of insurance afforded to the additional insureds shall be the limits stated above, or the full limits of the policy, whichever are greater. In specifying minimum requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate for Subcontractor's requirements. Subcontractor is solely responsible to inform itself of types of insurance or additional limits it may need beyond these minimum limits to protect itself from loss, damage, or liability. Failure of Contractor to identify deficiencies in any insurance provided by Subcontractor shall not relieve Subcontractor from any insurance obligations.
  - h) Should the Subcontractor engage a sub-subcontractor, the same conditions applicable to the Subcontractor under this Exhibit shall apply to each sub-subcontractor.
  - i) The insurances maintained by Subcontractor shall not limit any of Subcontractor's indemnity obligations or other obligations under the Agreement.
  - j) It is expressly agreed between Contractor and Subcontractor that any failure on the part of the Contractor to require or verify complete and timely performance of its obligations under the insurance requirements by Subcontractor shall not constitute a waiver of any right of Contractor to require compliance by Subcontractor with the insurance requirements, and/or to seek damages resulting from the Subcontractor's failure to comply.
3. The following requirements are applicable to the Commercial General Liability and any excess or umbrella liability policies provided pursuant to this Exhibit:
- a) Modified Occurrence Liability Policies are **not** acceptable. Claims Made General Liability Policies are **not** acceptable. Subcontractors providing such insurance will be considered in default of the requirements of this Subcontract Agreement.
  - b) The policies shall not contain any action over exclusions or any exclusions for the additional insureds' vicarious liability, strict liability, or statutory liability including, without limitation, any liability pursuant to New York labor laws.
  - c) The policies must provide coverage for the Subcontractor's complete scope of work. Classification limitation endorsements, designated operations endorsements, and any other exclusion or limitation based on scope of work may be rejected by Contractor, in its sole discretion. No height exclusions are permitted, regardless of whether Subcontractor shall be performed interior or exterior work.
  - d) The policies must provide coverage for the type of project under construction. Exclusions for building size, number of stories, and/or building grade are unacceptable.

**B. Certificates of Insurance and Copies of Insurance Policies.**

1. On execution of the Subcontract and prior to commencement of work, Subcontractor shall file on forms acceptable to Contractor a certificate of insurance properly executed and signed by an authorized representative on behalf of the insurer(s) evidencing the above coverages and conditions to Contractor. Subcontractor shall maintain the required Insurance and Additional Insureds for the period of time for which the Subcontractor may be held legally liable for its work. Also, the required Certificates of Insurance, Additional Insured Endorsements, and Insurance Policies shall be provided and maintained during warranty period of the Subcontractor's work. Subcontractor further agrees, upon written request by Contractor or Owner, to furnish copies of such policies, certified by an authorized representative of the insurer(s).
2. Policies: Prior to commencing the Work, Subcontractor may be requested to provide full copies of its insurance policies to Contractor for review. Contractor may elect to retain an insurance consultant to review and approve Subcontractor's policies, in which case Subcontractor agrees to cooperate with said consultant. Contractor's obtaining of Subcontractor's policies is not a waiver of any provision of this Exhibit, or an affirmative statement that the insurance complies with the terms of this Exhibit.
3. Subcontractors will be required to participate in Builder's Risk policy deductibles as outlined in Subcontract terms.

**C. Bonding Requirements (If required in Subcontract Agreement)**

1. Payment and Performance Bonds to be in the amount of 100% of the contract.
2. Contractor bond forms are issued with Subcontract Agreements (attached hereto). These are the **only** forms that will be accepted and must appear without revision. Forms must be signed and notarized for both Principal and Surety. Exhibit A-2 includes samples of the acceptable payment and performance bonds.
3. Surety Bond Carriers will be deemed acceptable if listed in the most current United States Department of the Treasury – Federal Register for a treasury limit not less than the amount of the contract, and with an AM Best rating of A-, VII, or if approved by Contractor.
4. For all change orders causing additions greater than either \$100,000 or 50% of the previously bonded amount of the subcontract, Subcontractor will be responsible for obtaining Consent of Surety in the form of an increase rider which shall increase the original bond to an amount equal to the new subcontract amount.
5. Premiums are to be paid by Subcontractor and to be included in the subcontract sum.

**Job Name/Location**  
**Swinerton Builders Job No.** \_\_\_\_\_  
**Date**  
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**These requirements are SPECIFIC to this job,  
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BOND NO. \_\_\_\_\_  
PREMIUM \_\_\_\_\_

**SUBCONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we «**SUBCONTRACTOR**», as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **SWINERTON BUILDERS** as Obligee, in the penal sum of «**CONTRACTAMT1**» and no/100 dollars (\$«**CONTRACTAMT2**») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated «**SUBCONTRACTDATE**», for labor, material, equipment and services, complete plans, specifications, addenda thereto and in accordance with Subcontract No. «**SUBCONTRACTNO**» being part of the work covered by a contract dated on or about «**CONTRACTDATE**», between «**OWNERNAME**», «**OWNERADDRESS**», hereinafter called Owner, and the said Obligee for «**PROJECTNAME**», «**PROJECTADDRESS**», which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed under said agreement, and shall indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Obligee necessary to insure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the contract to be performed under said agreement, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Obligee with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right of action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

9/06  
**Exhibit A-2**

PRINCIPAL: \_\_\_\_\_  
Signature  
Name/Title: \_\_\_\_\_  
SURETY: \_\_\_\_\_  
Signature  
Name/Title: \_\_\_\_\_

BOND NO. \_\_\_\_\_  
PREMIUM \_\_\_\_\_

**SUBCONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we «**SUBCONTRACTOR**», as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **SWINERTON BUILDERS** as Obligee, in the penal sum of «**CONTRACTAMT1**» and no/100 dollars («**CONTRACTAMT2**») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated «**SUBCONTRACTDATE**», for labor, material, equipment and services, complete per plans, specifications, addenda thereto and in accordance with Subcontract No. «**SUBCONTRACTNO**» being part of the work covered by a contract dated on or about «**CONTRACTDATE**», between «**OWNERNAME**», «**OWNERADDRESS**» hereinafter called Owner, and the said Obligee for «**PROJECTNAME**», «**PROJECTADDRESS**» which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Obligee relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance, under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have the right of action under this bond.  
IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

9/06  
**Exhibit A-2**

PRINCIPAL: \_\_\_\_\_  
Signature  
Name/Title: \_\_\_\_\_  
SURETY: \_\_\_\_\_  
Signature  
Name/Title: \_\_\_\_\_