



Project: Cortese Construction
9074 Main Street
Clarence, NY 14031

Owner: Giovinazzo Group 1951 LLC

To Whom It May Concern:

This letter is regarding your Certificate of Insurance that is required for the above-mentioned project.

Please be advised Giovinazzo Group 1951 LLC requires adherence to the following when submitting your Certificate of Insurance:

1. Contractor must supply Certificate of Insurance per specifications.
2. **Description of Operations/Locations/Vehicles must read as per the following:**
Re: Owner, Giovinazzo Group 1951 LLC, Owner's Agent, P.A.T. Construction Management Corp., Town of Clarence, Erie County, Industrial Development Agency ("TCIDA") and all other parties required by executed contract are included as additional insured on a primary/non-contributory basis including completed operations coverage under General Liability and Umbrella/Excess Liability; additional insured on a primary/non-contributory basis under Auto Liability and a waiver of subrogation applies in their favor under General Liability, Auto Liability, Umbrella/Excess Liability and Workers' Compensation coverage for work performed by or on behalf of the named insured on the captioned project. Umbrella coverage is following form to the underlying General Liability, Auto, and Workers' Compensation coverages. Per Project Aggregate applies under General Liability and Umbrella/Excess Liability.
3. Proof of Workers' Compensation Insurance should accompany Liability Certificate.
4. **Contractor is responsible and must verify the Insurance Certificate is on file before work commences.**
5. See attached sheet for the full requirements. Insurance requirements may be subject to change.

Should you have any questions, please contact our office. Thank you for your cooperation in this matter.

Respectfully,

Peter Casilio

Peter Casilio

President

P.A.T. Construction Management Corp.

INSURANCE AGREEMENTS & REQUIREMENTS:

- I. The Contractor shall purchase and maintain insurance of the following types and limits of liability:
1. Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.
 - b. CGL coverage shall be written on ISO occurrence form CG00 01 10/01 or a substitute form providing equivalent coverage and shall cover liability arising from premises and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - c. Construction Manager, Owner and all other parties required of Construction Manager shall be included as additional insureds on the CGL, using ISO additional insured endorsement CG20 10 11/85 or both CG20 10 07/04 and CG 20 37 07/04 or equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as primary insurance on a non-contributing basis including completed operations coverage before any other insurance or self-insurance, including any deductible, maintained by or provide to, the additional insured.
 - d. There shall be no endorsement or modification of the Contractor's CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by contractor,
 - e. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion of the work.
 - f. Coverage to apply on a Per Project Basis.
 - g. Exterior Insulation and Finish System coverage.
 2. Automobile Liability
 - a. Business auto liability with limits not less than \$1,000,000 each accident.
 - b. Business auto coverage must include coverage for the liability arising out the use of all owned, leased, hired and non-owned automobiles.
 - c. Construction Manager, Owner, and all other parties required of Construction Manager shall be included as additional insured on a primary/non-contributory basis.
 3. Commercial umbrella/excess
 - a. Umbrella/excess liability limits of no less than \$5,000,000.
 - b. Construction Manager, Owner, and all other parties required of Construction Manager shall be included as additional insured on a primary/non-contributory basis.
 - c. Coverage to apply a Per Project Basis.
 4. Workers compensation and employers liability
 - a. Employers liability insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease. In New York State this requirement is waived and limits will read "statutory".
 - b. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - c. Where applicable, the Longshore and Harbor Workers' Compensation Act endorsement shall be attached to the policy.
 - d. Coverage is to comply with the State where Work is to be performed.
 5. Materials & supplies while in transit or stored off-site, contractors equipment, etc.

The Contractor at its sole expense shall maintain coverage where needed on an all risk, replacement cost basis for the full value of said property. The deductible if any applies shall be the sole responsibility of the Contractor.

- II. Waiver of subrogation: Contractor shall waive all rights of subrogation against Construction Manager, Owner and architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability policy (CGL) form CG 20 04 or its equivalent Workers' Compensation (WC) form WC 00 03 13 or its equivalent, Auto Liability and Excess/Umbrella Liability coverages.

- III. Notice of material change or cancellation: No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to Construction Manager.

- IV. Certificate of insurance: A certificate of insurance shall be provided to Construction Manager before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement including Completed Operations Coverage Endorsement that is part of the Contractors Commercial General Liability (CGL) policy. Also attached to each certificate of insurance shall be a copy of the waiver of subrogation endorsements that is part of the Contractors Commercial General Liability (CGL), workers' compensation, Auto Liability, and Excess/Umbrella Liability coverage. See attached sample certificate. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.

- V. Subcontractors of every tier – should the Contractor engage subcontractors, they shall secure and maintain insurance coverages as required under this agreement.

- VI. The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor or tier subcontractors of any responsibility of liability under this contract. If there is a discrepancy of coverage between this document and any other insurance specification for this project the greater limit or coverage requirement shall prevail.

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Construction Manager, the Owner and the architect and their agents and employees from and against all claims, damages, losses and expenses including but, not limited to, attorney's fees, arising out of or resulting from the performance of the work provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this paragraph.

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

