

Insurance Requirements — General

Broadway Construction Group LLC | Minimum coverage standards required of every contractor and subcontractor

A Certificate of Insurance (original sent by your insurance carrier) must be on file in our office to complete the pre-qualification process. When you begin work, you will be required to provide another Certificate of Insurance naming **Broadway Construction Group LLC**, and the **Owner** as additionally insured parties for each job. This is required of all companies before commencing work on, or delivering materials to, a jobsite. *(If you are a material supplier, you need only supply us with a blanket certificate evidencing proof of insurance.)* The Contractor agrees to procure and maintain insurance as follows:

1 Workers Compensation and Employers Liability

a) Statutory Workers Compensation (including occupational disease) in accordance with the laws of the state in which the work is performed, including the All States Endorsement.

b) Employers Liability Insurance with at least \$1,000,000 in limits for each of the following exposures:

Each Accident Each Employee Aggregate

2 Commercial General Liability ("CGL")

General Liability with a combined single limit for Bodily Injury, Personal Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

\$1,000,000

Per Occurrence

\$2,000,000

Aggregate

Commercial General Liability Insurance must be written on ISO form CG 0001 01 04 or prior ISO edition occurrence form or equivalent for hazards of: (a) Construction Operation, (b) Elevators and Escalators, (c) Subcontractors and Independent Contractors, (d) Products and Completed Operations (with Completed Operations coverage to remain in force for three (3) years following completion of the Scope which must apply to the additional insured.

Coverage must provide and encompass at least the following:

- a) X, C and U hazards, (explosion, collapse, underground) where applicable;
- b) Independent Contractors;
- c) Blanket Contractual Liability (excluding professional services contracts) sufficient to meet the requirements of the Subcontract/Purchase Order (including defense costs and attorney's fees assumed under contract);
- d) Products and Completed Operations, with the provision that coverage shall extend for a period of at least 36 months from project completion;
- e) Personal and Advertising Injury Liability;
- f) Notice and Knowledge of Occurrence;
- g) Operations (performed within) 50' of railroad (CG 24 17 10/01);
- h) Aggregate must be written on a "Per Project" Basis;
- i) Waiver of Subrogation in favor of all Additional Insureds;
- j) Policy to be primary as respect the coverage afforded the Additional Insureds.

3 Commercial Automobile Liability

Commercial Automobile Liability (including all leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per any one accident. The limit may be provided through a combination of primary and umbrella/excess liability policies. Parties referenced in 2f) above shall be covered as Additional Insureds.

4 Professional Liability

If any of the Contract Documents require the Contractor or any of its subcontractors to provide the services of a licensed professional (to prepare shop drawings, submittals, or for any other purpose), Contractor and its subcontractors shall require any such licensed professional to maintain a professional liability insurance policy written by a nationally recognized insurance company authorized and qualified to do business in the State of New York with minimum limits of **One Million Dollars (\$1,000,000)** for each claim and **Two Million Dollars (\$2,000,000)** in the aggregate.

5 Umbrella and/or Excess Liability

The Contractor shall obtain and keep in force a **\$10,000,000** Umbrella and/or excess liability policy, in addition to the CGL, Auto Liability and Employers Liability limits shown above. Auto Liability and Employers Liability limits shown above, with an ISO CO 20 10 11 85 (Form B) or its updated equivalent endorsement naming the Additional Insureds identified above. Any of Contractor's subcontractors shall obtain and keep in force a similar policy with a limit of no less than **\$5,000,000**.

How We Work Together

Mutual expectations between Broadway Construction Group and our subcontractors, across every project phase

How We Expect Subs to Deal With Us

PRECONSTRUCTION PHASE

- ▶ Read all plans and specs carefully before responding.
- ▶ Don't be afraid to enter a bid on bid day without prior notification.
- ▶ Provide accurate input to our job schedule.
- ▶ Respond quickly to requests for prices.
- ▶ Read and understand the contract before signing it.
- ▶ Promptly return plans and specifications used for bidding.
- ▶ Immediately submit any suggestions and/or alternate methods of construction that may be efficient or result in time or dollar savings.

CONSTRUCTION

- ▶ Respond quickly to requests for prices.
- ▶ Keep work on schedule.
- ▶ Meet commitments for being on the job site. If you cannot meet your commitments, advise us beforehand.
- ▶ Return phone calls promptly.
- ▶ Send knowledgeable, competent and prepared representatives to job meetings.
- ▶ Demand quality work from your employees and subcontractors.
- ▶ Keep the same project manager/foreman on the job site for the duration of the project.
- ▶ Keep job site clean.
- ▶ Provide and execute timely submittals and RFIs.
- ▶ Cooperate in furnishing detailed delivery schedules of manufactured items when requested.
- ▶ Enforce safety standards.
- ▶ Document requests for Change Orders in a timely manner.
- ▶ Look ahead; make sure all items you need to complete your work will be available. If you find something is not available, submit alternates with sufficient time to get approved, ordered, etc. Don't wait until it is too late.
- ▶ Don't "nit-pick" with minor requests for Change Orders.
- ▶ Be cooperative with other subs: observe "Team" concept.
- ▶ Provide insurance certificates, releases of liens from sub's subs and vendors, financial information, and references in a timely fashion when requested.
- ▶ Record "As-Built" information regularly and accurately.
- ▶ Respond promptly and efficiently to punch list items.
- ▶ If there is a problem, don't sit on it. Let the contractor know that steps can be taken to resolve the matter.
- ▶ Post As-Built information regularly; at least bi-weekly. It is a prerequisite for payment.

POST CONSTRUCTION PHASE

- ▶ Provide as-builts, operating instructions, warranties, guarantee letter(s), etc., promptly in accordance with the Contract Documents.
- ▶ Perform warranty work, as required by contract Documents.

How We Deal With Subcontractors

PRECONSTRUCTION PHASE

- ▶ We will distribute all addenda and informational changes promptly.
- ▶ We will ask subs for input to the job schedule to make the schedule realistic.
- ▶ We will notify subs about changes to the status of the job and the schedule.
- ▶ In cases where an insufficient number of representative bids in major categories are not received (at least three), we will solicit additional prices.
- ▶ We will not shop sub's bids.
- ▶ We will write fair subcontracts.
- ▶ We will provide bid results to bidders when requested.
- ▶ We will promptly return phone calls.
- ▶ We will review and agree on procedures for pricing Change Orders during subcontract negotiations.

CONSTRUCTION PHASE

- ▶ We will promptly return phone calls.
- ▶ We will hold job meetings with subs doing related work present at the same meeting.
- ▶ We will approve and return submittals quickly.

- ▶ We will ensure easy access to work areas of subcontractor's work force.
- ▶ We will give as much notice as possible regarding when a sub is to start work on the job.
- ▶ We will keep the job site clean and enforce clean-up rules for other subs.
- ▶ We will provide proper authorization for Change Orders.
- ▶ We will pay promptly, in accordance with the terms and conditions of the Contract.
- ▶ We will release retention when Owner releases our retention, or at least reduce the amount to two times the value of the punch list.