



Massie Construction Company

Exhibit C - Insurance Requirements

In this Exhibit C, the phrase "Contractor" refers to the Contractor named on page 1 on the Trade Contract. Subcontractor shall provide 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 Other States Endorsement.
 - b. Employers Liability Insurance with \$500,000 in limits for each of the following exposures: bodily injury by accident (each accident); bodily injury by disease (policy limit), bodily injury by disease (each employee).
 - c. Waiver of Subrogation in favor of all parties referenced in 2f below.

2. Commercial General Liability ("CGL") with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The general aggregate limit shall apply on a per project basis. The limit may be provided through a combination of primary and umbrella/excess liability policies. Coverage shall provide and encompass at least the following:
 - a. X, C, and U hazards, where applicable;
 - b. Independent Contractors;
 - c. Blanket Written Contractual Liability covering all Indemnity Agreements, including Trade Contract, Article 10 "Indemnity";
 - d. Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least twelve [12] months from Project completion.
 - e. CGL coverage written on an occurrence form;
 - f. Endorsement naming Job Location Management Company, Owner, Massie Construction Company, and Massie Construction Company parent and affiliates (to the extent applicable) as Additional Insureds. ISO Form CG 2010 1185 shall be used to provide this coverage**
 - g. Waiver of Subrogation in favor of all Additional Insureds.
 - h. Policy to be primary as respects the coverage afforded the Additional Insureds.

3. Commercial Automobile Liability (including all owned, leased, hired, and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. 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. Umbrella and/or excess liability policies may be used to comply with CGL, Auto Liability and Employers Liability limits shown above.

All insurance carriers must: (i) be licensed in the State where the Project is located; and (ii) be rated at least A in Best's.

5. The Subcontractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, borrowed or rented by the Subcontractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Job Location Management Company, Owner, Massie Construction Company, or their agents and employees or any other entity as required in Owner/Contractors Agreement for any losses, and, Job Location Management Company, Owner, Massie Construction Company, and their agents and employees and any other entity as required in Owner/Contractors Agreement shall have no such liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under the Trade Contract.

6. Should the Subcontractor engage a sub-contractor, the same conditions applicable to the Subcontractor under these insurance requirements shall apply to each sub-contractor.

7. A Certificate of Insurance indicating coverages applicable to the Project and providing for thirty [30] days written notice prior to cancellation, non-renewal or material modification in any policy must be submitted, approved, and available to Anchor Contractors prior to commencement of work.

Submit certificate to:
Massie Construction Company
97-24 Atlantic Ave.
Ozone Park, NY 11416
Attn: Vendor Services

If you have any questions or to submit documents email
Compliance@massieconstructionco.com