Exhibit E-1: Insurance Requirements

Please produce separate Certificate(s) of Insurance for this project as detailed below:

CERTIFICATE# 1:

See enclosed template for reference.

Certificate Holder:
AllertonFox Construction LLC
110 W 40th Street, Suite 1603
New York, NY 10018

RE: All Operations (AFC Job#:)

Additional Insureds:

CERTIFICATE# 2 (IF APPLICABLE:

Certificate Holder:

RE: All Operations

Additional Insureds:

SAMPLE

MINIMUM INSURANCE REQUIREMENTS FOR ALL CERTIFICATES:

MINIMUM Amount of Insurance:

Workmen's Compensation	
Employers Liability	$500,000
State of New York and Broad Form (all state endorsement)	
Longshoreman's and Harbor Workers Act	
Maritime and Federal Employers Liability Act (when required)	
Comprehensive General Liability	
Each Occurrence Limit	$1,000,000
Bodily Injury, Personal Injury, Property Damage & Advertising Injury Limit (Per Occurrence)	$1,000,000
General Aggregate Limit (Per Project)	$2,000,000
Products & Completed Operations Aggregate Limit	$2,000,000

Coverage:
Independent Contractors Protective
Completed Operations
Broad Form Property Damage
Broad Form Contractual Liability
Explosion
Collapse
Underground Property Damage

These Insurance Requirements are considered an integral part of this Contract / Agreement.

Damage:
Personal Injury Contractual Liability Exclusions Deleted
Contractual Liability for Personal Injury Applies

Umbrella Liability

(Limits vary based on GC's and/or Building's requirements)
With per project limits not less than those specified herein or the policy limits, whichever is greater

MINIMUM Limits if No Crane, Lift, or Hoist	$5,000,000
MINIMUM Limits if Crane, Lift, or Hoist	$10,000,000**

** UNLESS AGREED OTHERWISE IN WRITING **

Comprehensive Automobile Liability

Bodily Injury & Property Damage (combined single limit)	$1,000,000

No fault liability as required by statute
Non-owned and Hired Car coverage

1. Before commencing the Work and until completion and final acceptance thereof by Contractor, Subcontractor shall obtain and maintain, at its expense, with limits no less than those specified herein per project or their policy limits, whichever is greater, all from companies and in form and substance acceptable to Contractor and their underwriters. We reserve the right to request, in addition to certificates of insurance, complete copies of insurance policy(s) for the purpose of confirming validity of coverage as well as to view the exclusions and endorsements therein. Subcontractor shall provide insurance by insurance carriers rated "A-" rated or better
2. Unacceptable Endorsements & Exclusions: Any form of New York Labor Law Exclusion or Limitation is prohibited. This includes but is not necessarily limited to: Action-Over Exclusions, Amendments to Employer's Liability Contractual Liability Giveback, Occupational Disease Exclusions, NY State Exclusions, or any other amendment, condition, endorsement or exclusion with the intent or purpose to limit claims related to NY Labor Law.
3. Policy shall contain terms, conditions, and coverages not more restrictive than AllertonFox's insurance in the context of any claims to which this insurance applies.
4. Damages recoverable by AllertonFox Construction in any action shall not be limited by the amount of coverage specified in the insurance policy or policies, but shall be the amount of actual damages recoverable by law.
5. Commercial General Liability (CGL) Requirements: Additional Insured Status for Ongoing and Completed Operations (CG 2010 10 01 & CG 2037 10 01 or equivalent), Primary Non-Contributory, Waiver of Subrogation, Per Project Aggregate
6. Commercial Umbrella or Excess Liability Requirements: Additional Insured Status for Ongoing and Completed Operations, Primary Non-Contributory, Waiver of Subrogation.
7. Commercial Umbrella or Excess Liability coverage being excess over primary GL, Auto and Employers Liability.
8. Auto Liability Requirements: Additional Insured, Primary Non-Contributory, Waiver of Subrogation
9. Workers Compensation Requirements: Waiver of Subrogation applies to NY
10. State Disability (DBL) in accordance with the statutory laws of the State of New York and /or other States as required by law.
11. Coverage shall provide and encompass at least the following:
    a) Blanket Contractual Liability covering all Indemnity Agreements.
    b) Coverage written on an occurrence form.
    c) CGL and Umbrella/Excess Policies to include Additional Insured coverage for ongoing operations via CG 2010 10/01 or equivalent naming the General Contractor, it's employees, agents, assigns and other Indemnified Parties as required.

SAMPLE

d) CGL and Umbrella/Excess Policies to include Additional Insured coverage for completed operations via CG2037 07/04 or equivalent naming the General Contractor, it's employees, agents, assigns and other Indemnified Parties as required.
e) CGL, Auto, Umbrella/Excess and WC Policies to include Waiver of Subrogation in favor of General Contractor, its employees, agents, assigns and other Indemnified Parties as required.
f) CGL, Umbrella/Excess Policies to include Primary and Non-Contributory wording in favor of General Contractor, its employees, agents, assigns and other Indemnified Parties as required.
g) The CGL general aggregate limit must apply on a per project basis.
h) There is to be no exclusion relating to injury to employees, subcontractors or employees of subcontractors (Labor Law 240/241).
i) If Subcontractor hires its own Sub-subcontractors, such Sub-subcontractors must provide and maintain the same coverage's as specified herein.

12. Coverages written on an occurrence basis shall be maintained without interruption from date of commencement of the Subcontractor's work until expiration of the applicable statute of limitations relating to latent defect in construction of or improvement to real property of the state in which the work is performed.

13. Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the subcontractor's work and contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

14. Waivers of Subrogation. The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employee, each of the other, and (2) the owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Contract or other property insurance applicable to the Work except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. If possible, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Authorized Signature on behalf of Subcontractor:

_____ _____

Signature Title

_____

Print Name

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