

# Exhibit E

## Insurance Requirements

### INDEMNIFICATION AND INSURANCE LANGUAGE REQUIREMENTS

The Subcontractor shall purchase and maintain insurance pursuant to the Subcontract Documents and as follows:

- 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 Annual Aggregate
  - a) CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separate to each project.
  - b) CGL Coverage shall be written on ISO occurrence from CG 00 01 10 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - c) General Contractor, Owner and all other parties required by the Subcontract Documents shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 38 04 13 AND CG2033 or an endorsement providing equivalent coverage to the additional insureds. **This insurance for the additional insureds shall be as broad as the coverage provided for the name insured. It shall apply as Primary and Non-Contributing insurance before any other insurance or self insurance, including any deductible, maintained by, or provided to, the additional insured.**
  - d) Subcontractor 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.**
  - e) **For Projects that are residential, the insurance Policies may not include any residential work exclusions**
  - f) **Where operations involve pollution risk, or at the direction of the Contractor, Subcontractor shall provide Environmental Insurance (Contractor's Pollution Liability) with limits of at least \$1,000,000 for each claim and \$2,000,000 annual aggregate, unless a higher limit is required by Contractor.**
- 2) Automobile Liability
  - a) Business Auto Liability with limits of at least \$1,000,000.00 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- c) General Contractor, Owner, and all other parties required by the General Contractor shall be included as insured's on the auto policy.

**3) Commercial Umbrella**

- a) Umbrella limits must be at least \$4,000,000.00
- b) Umbrella coverage must include as insured's all entities that are additional insured's of the CGL.
- c) Umbrella coverage for such additional insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.

**4) Workers' Compensation and Employers Liability**

- a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
  - b) New York projects must comply with New York State Workers Compensation statutes
  - c) Connecticut projects must comply with the State of Connecticut Workers Compensation statutes.
- 5) The Subcontractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Contractor. Each insurance policy except the Worker's Compensation Policy, shall include the Owner and Contractor as an additional insured.

**Waiver of Subrogation:**

To the fullest extent permitted by laws, subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance or would have been covered by the commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employers liability insurance specified to be maintained per the requirements stated above.

**Additional Insured Endorsement:**

Attached to each insurance certificate shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Contractor and Owner and their directors, officers and employees, and any other parties as required by the Subcontract Documents, shall be named as additional insureds on all coverages (including without limitation Products/Completed Operations coverage) except Workers' Compensation and Professional Liability. The additional insured endorsement may either be specific to these entities or may be "blanket" or "automatic" addressing any person or entity as required by contract. The certificates and the insurance policies required by this exhibit and the Subcontract Documents, shall 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.

**The certificate of insurance must reflect the following:**

**The Certificate Holders:**

Ashforth Properties Construction Inc.  
d/b/a AP Construction Company  
707 Summer Street  
Stamford, CT. 06901

**Additional Insureds:**

Ashforth Properties Construction Inc. d/b/a AP Construction Company

\*\*\*\*\*LIST OTHERS\*\*\*\*\*

**\*\*\*\*\*This list may not be exhaustive of all the entities/individuals that the Subcontractor is required to insure under the Subcontract Documents.**