

Exhibit 5

GENERAL INSURANCE REQUIREMENTS

The *Subcontractor* shall purchase and maintain insurance of the following Types of Coverage and Limits of Liability:

COMMERCIAL GENERAL LIABILITY (CGL)

a) **Limits of Liability**

\$1,000,000	-	Each Occurrence
\$2,000,000	-	General Aggregate Limit (Per Project – CG 25 03 11/85)
\$2,000,000	-	Products/Completed Operations
\$1,000,000	-	Advertising/Personal Injury
\$ 10,000	-	Premises Medical Payments

- b) If the CGL Coverage contains a General Aggregate Limit such as General Aggregate shall apply separately to each project.
- c) CGL Coverage shall be written on *ISO Occurrence Form CGOO 01 1001* or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, contractual liability, products-completed operations and personal and advertising injury. Additionally, the Subcontractors CGL Coverage will not have any modifications limiting coverage, including any of the following endorsements/exclusions or their equivalent for:
- a. Contractual Liability: Business Contracts/Sole Negligence (CG-2139 or CG2426)
 - b. Damage to Work Performed by Subcontractors (CG-2294)
 - c. Explosion, Collapse or Underground Property Damage (CG-2142 and CG-2143)
 - d. Residential Construction
- d) *Eagle Associates of Cazenovia, LLC., Owner* and all other parties required of General Contractor shall be included as insured's on the CGL using *ISO Additional Insured Endorsement CG 20 10 11 85* 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 named insured *Subcontractor*. 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.
- e) *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 no less than two (2) years unless otherwise specified in *Owner Contractor Agreement* after completion of the work.

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GENERAL INSURANCE REQUIREMENTS (cont.)

AUTOMOBILE LIABILITY

- a) Business Auto Liability with limits of at least \$1,000,000 - Combined Single Limit.
- b) Business Auto Coverage *must* include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) *Eagle Associates of Cazenovia, LLC., Owner and all parties* required of the contract shall be included as additional insureds on the auto policy on a Primary and Non-Contributing basis.

UMBRELLA/EXCESS LIABILITY

- a) Umbrella limits *must* be at least \$5,000,000 Per Occurrence/Aggregate.
- b) Umbrella Coverage *must* include as insureds all entities that are additional insureds in the CGL and Auto.
- c) Umbrella Coverage for such additional insureds will apply as Primary and Non-contributing 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 Coverages maintained by the *Subcontractor*.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

- a) *Employers Liability Insurance Limits* of at least \$1,000,000 - Each accident for bodily injury by accident. \$1,000,000 – Each employee for injury by disease. \$1,000,000 – Each employee Disease Policy limit.
- b) The policy shall include an *All States Coverage Endorsement*.
- c) Where applicable, *U S Longshore and Harborworkers Compensation Act Endorsement* shall be attached to the policy.
- d) Where applicable the *Maritime Coverage Endorsement* shall be attached to the policy.
- e) Executive Officers should be included if on the jobsite.
- f) Where applicable, *Stop Gap Endorsement* shall be attached to the policy.

DISABILITY BENEFITS

- a) Will be provided during the life of the contract for the benefit of such employees that are required to be insured by applicable provision of law.

NOTICE OF CANCELLATION OR MATERIAL CHANGE

- a) All policies shall contain a *Thirty (30) Day Notice of Cancellation or Material Change in Coverage Notification* to *Eagle Associates of Cazenovia, LLC.*, via Certified/Registered Mail.

* *Reference Exhibit 5 Attachment A (attached herein) sample Certificate of Liability Insurance.*

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GENERAL INSURANCE REQUIREMENTS (cont.)

WAIVER OF SUBROGATION

- a) *Subcontractor* waives all rights against *Eagle Associates of Cazenovia, LLC. 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, Commercial Umbrella Liability, Business Auto Liability* or *Workers' Compensation and Employers' Liability Insurance* maintained per *Requirement* stated above.
- b) All of the above insurance requirements shall be provided by an insurance carrier licensed to do business in the State of New York (or applicable State in which work is performed) and have an *A M Best Rating of (A)* - or better as determined in the most recent *A M Best Publication*.