

H R C C
HUDSON RIVER
CONTRACTING
C O R P.

June 10, 2016

Company Name
Company Address
Company City, State Zip

Attn:

RE: HRCC Project #
Project Name
Project Address
Project City, State. Zip

Mr.;

Attached please find a copy of your Letter of Intent for the above referenced project. Please sign and return to this office.

Below please find information in regards to the insurance certificates required for this project. Please have certificates prepared with the coverage's and limits indicated and forwarded as soon as possible. Below are the entities that need to be named as insured.

Please be advised this letter serves as your award of this portion of work and to proceed with all submittals of all items to be reviewed and approved prior to ordering. Due to time constraints, we will require all submittal documentation be forwarded to this office within 1 week.

Certificate Holder	Certificate #1 Hudson River Contracting Corp 26 Racquet Road - Suite 3 Newburgh, NY. 12550	
Additional Insured	Hudson River Contracting Corp Project Owner Info	

If you have any questions, please contact us immediately. We look forward to working with you on this project and appreciate your service and cooperation.

Very truly yours,
HUDSON RIVER CONTRACTING CORP

PHILIP APAP
GENERAL MANAGER
Cc: B. Sandler, file.

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June 10, 2016

Company Name
Company Address
Company City, State Zip

Attn:

RE: HRCC Project #
Project Name
Project Address
Project City, State. Zip

Mr.;

This will serve as our Letter of Intent for your firm to furnish all labor, equipment, material, insurances, and supervision required for the "SCOPE OF WORK" work in accordance with the construction documents prepared by "AOR & EOR" to include but not limited to the following scope of work:

- *SCOPE OF WORK*

All of this work will be performed for a lump sum of \$0.00 (DOLLARS & 00 CENTS).

EXCLUSIONS:

Progress payments will be made on or about the 25th day of the month for 95% of the work and/or materials requisitioned us to the first day of that month. NET 30

Prior to commencement of any work under this contract, kindly forward the appropriate Certificates of Insurance as per the attached Subcontractor's Insurance Requirements Section 13.1

Very truly yours,
HUDSON RIVER CONTRACTING CORP

AUTHORIZED:

ACCEPTED BY: _____

PHILIP APAP
GENERAL MANAGER
Cc: B Sandler, file

DATE: _____

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ADDENDUM A401-13.1 Standard Form of Agreement between Contractor & Sub Contractor

SUBCONTRACTORS INSURANCE REQUIREMENTS

Subcontractor shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by the General Contractor.

Subcontractor shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- (1) Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the subcontractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Subcontractors agree to waive their right of subrogation against General Contractor and Owner. The Property policy shall allow for a Waiver of Subrogation in favor of General Contractor and Owner. Failure of the subcontractor to secure and maintain adequate coverage shall not obligate the General Contractor or its agents or employees for any losses.
- (2) Workers Compensation and Employers Liability Insurance affording coverage under the Workers Compensation laws of the State of New York and standard unlimited Employers Liability coverage.
- (3) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability, and \$2,000,000 General Aggregate per project (per project requirement may be waived if not commercially available). The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- (a) Contractual liability
- (b) Independent contractors
- (c) Gravity related injuries
- (d) Injuries sustained by employee of an insured or any insured rather than "the insured"

Policy shall be endorsed to name Hudson River Contracting Corp., & "PROJECT OWNER" as "additional insured". Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity. Further, coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

- (4) Comprehensive Automobile Liability Insurance containing a \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage and covering all owned non-owned and hired vehicles.
- (5) Umbrella Liability Insurance for the total limit purchased by the Subcontractor but not less than a \$1,000,000 limit, subject to a Self-Insured Retention of \$10,000 providing excess coverage over all limits and coverage's noted in paragraphs 2, 3 & 4 above. This policy shall be written on an "occurrence" basis.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A- 8 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

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SUBCONTRACTORS INSURANCE REQUIREMENTS
 Page 2 of #2

(6) EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, General Contractor shall receive 30 days written notice thereof.

Subcontractor shall furnish Owner with Certificates of Insurance no later than (5) days prior to commencement of work and upon Owners request, complete copies of all policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

All Certificates or policy termination notices should be delivered to:

Certificate #1	
<i>Hudson River Contracting Corp 26 Racquet Road - Suite 3 Newburgh, NY. 12550</i>	
<i>Hudson River Contracting Corp "PROJECT OWNER"</i>	

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE SUBCONTRACTOR.

(7) INDEMNIFICATION/HOLD HARMLESS

The Subcontractor shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify and hold General Contractor and Owner its directors, officers, employees, servants and agents harmless from and against any and all claims, loss, (including attorney's fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract, in connection with the operations of the subcontractor.

The foregoing indemnity shall include injury or death of any employee of the subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any application Workers Compensation, Disability Benefits or other similar employee benefits acts.

Agreed to:

Subcontractor Name:

Date:

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HUDSON RIVER
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STANDARD FORM OF AGREEMENT
BETWEEN
HUDSON RIVER CONTRACTING CORP. AND
COMPANY NAME
Project: *PROJECT NAME*

AGREEMENT

Made as of the 10 Day of JUNE In the year of Two Thousand & Sixteen

BETWEEN the Owner/Contractor: Hudson River Contracting Corp.

And the Subcontractor: *COMPANY NAME*

The Owner/Contractor and the Subcontractor agree as set forth below:

ARTICLE 1.0
INDEMNIFICATION

- 1.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner and Contractor and employee of either of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting there from, cause in whole or in part by negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Paragraph 1.0.
- 1.2 In claims against any person or entity indemnified under this Paragraph 1.0 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this Paragraph 1.0 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under Workers' or Workmen's Compensation Acts or other employee benefit acts.
- 1.3 The obligations of the Subcontractor under this Paragraph 1.0 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawing, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instruction by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.
- 1.4 Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability Umbrella liability, business auto liability or workers compensation and employers liability maintained per insurance requirements stated above.

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ARTICLE 2.0
 INSURANCE REQUIREMENTS

2.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

Commercial General Liability – including	\$1,000,000 Each Occurrence
Contractual Liability	\$2,000,000 Aggregate, Per Project
Workers’ Compensation and Employers Liability	\$1,000,000 Each Employee
Business Automobile, Including HNOA	\$1,000,000 CSL per Accident
Umbrella Liability	\$1,000,000

The Owner and/or Contractor are to be named as an additional insured on a primary basis to the Subcontractor’s Comprehensive General Liability using appropriate ISO forms that include Premises Operations Liability, Contractual Liability, Advertising and Personal Injury Liability and Products/Completed Operations Liability, or by using a company specific endorsement that provide equivalent protection.

- 2.2 Coverage’s 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.
- 2.3 Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the subcontractor’s work. The certificates and insurance policies required by Article 2 shall contain the language shown on the sample certificate enclosed, and contain a provision that coverage afforded under the policies will not be cancelled 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’s 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.
- 2.4 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.

Hudson River Contracting Corp.
 Contractor

COMPANY NAME
 Subcontractor

 Philip Apap – General Manager

 Signature, Title

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PROJECT: *PROJECT NAME*
HAZARD COMMUNICATION INFORMATION

TO: ALL SUBCONTRACTORS

RE: HAZARD COMMUNICATION

To ensure a safe job-site, Hudson River Contracting Corp. requires that each subcontractor submit a list of the following:

1. A list of any hazardous or caustic materials that will be used on the job-site.
2. The applicable Material Safety Data Sheets (MSDS) for each.
3. Date and sign this document and forward this cover back to Hudson River Construction Corp.
4. Include a copy of this cover with all related information sent to jobsite.

_____ Date information sent to jobsite.
Date sent

Company Signature/Title
No payments will be issued until this information is received in our office.

❖ If you will not be using any hazardous materials on the job site, please complete information below and return this form.

We will not be using any hazardous or caustic materials on the job site.

Company Date

Signature Title