



Dear Homeowner:

Enclosed please find the renovation agreement for **Davenport Lofts on Main**. Please read, sign and return this form to the attention of Dawn Levin at Stillman Management Realty Corp. along with the following required documents:

1. A description of the complete scope of work by all contractors for Board approval.
2. Any plumbing work and/or electrical work must be done by licensed plumbers and electricians, all necessary permits must be obtained before work may begin, (certificate of insurance for each contractor and copy of license must be included).
3. Contractors and/or painters must be **EPA certified** if they will be performing work that disturbs any painted surfaces (more than 6 square feet). A copy of this new rule is attached.
4. Those residents replacing hard wood flooring, you must submit the spec sheet for the underlayment being used, as well as comply with the carpet rules per the House Rules.
5. General contractor's certificate of insurance and copy of license. (sample COI attached)
6. Deposit check in the amount of \$500 payable to Davenport Loft on Main is required and will be deposited and cashed and returned upon completion of work and submission of Certificate of Compliance from the building department.
7. Application processing fee for \$350.00 made out to Stillman Management Realty Corp.
8. Indemnification form (must be signed by the shareholder and all contractors).
9. **Contractor, plumber and electrician must carry Contractual Liability. Attached is a list of insurance carriers that sometimes exclude this coverage. The contractor can request their carrier to add the following to their certificate: "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section. Contractor's will not be approved to do work in your unit if they do not have this clause written in their COI.**
10. **You and your Contractors are responsible for covering the hallway carpeting so that it does not get damaged. Any cleaning or repairs due to your renovation will be billed back to you. Walls must be protected, any damage to the walls will be billed back to you.**
11. Owners performing work are required to notify all surrounding units and are encouraged to share their numbers for live updates.
12. All contractors need to sign into the building at the front desk with the concierge each day. Upon completion of every work day, contractors must have the super do a walk-through of the hallways where they worked to make sure there is no debris or damage.
13. Work hours are 8AM to 5PM, No weekends, no working before or after hours, or on holidays.

**Note: All kitchens, bathrooms and any structural work requires a permit from the New Rochelle Building Department prior to Association approval.**

Before approval may be granted, the renovation agreement must be submitted with the **all completed documents listed above**. The certificate of insurance must read as follows:



**Davenport Loft on Main and Stillman Management Realty Corp. listed as additional insured. *Sample provided.***

**Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Stillman Management Realty Corp. a copy of the Certificate of Compliance from the building department.**

**Deposit will not be returned until all paperwork is completed and submitted and an inspection of the common elements for damage (hallways, carpet and walls, elevator) has been made and any necessary repairs have been made and charged back.**

Thank you for your attention to this matter.

Stillman Management Realty Corp.

Please sign acknowledging that you have reviewed the above and will adhere to all above items.

Unit Owner \_\_\_\_\_

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Date \_\_\_\_\_

## CAPITAL IMPROVEMENT CHECKLIST

\* EACH ITEM MUST BE CHECKED OFF AND INCLUDED IN ORDER TO AVOID AN INCOMPLETE APPLICATION\*

Resident \_\_\_\_\_

Building \_\_\_\_\_ Apt # \_\_\_\_\_

Phone \_\_\_\_\_ Alt Phone \_\_\_\_\_

### CERTIFICATE OF INSURANCE (LIABILITY & WORKERS COMPENSATION)

\_\_\_\_\_ General Contractor

\_\_\_\_\_ Electrician

\_\_\_\_\_ Plumber

### COPY OF LICENSE

\_\_\_\_\_ General Contractor

\_\_\_\_\_ Electrician

\_\_\_\_\_ Plumber

### DESCRIPTION OF WORK, PLANS

\_\_\_\_\_ General Contractor

\_\_\_\_\_ Electrician

\_\_\_\_\_ Plumber

### OTHER

\_\_\_\_\_ Alteration Agreement

\_\_\_\_\_ Indemnification Form (contractor, plumber and electrician)

\_\_\_\_\_ EPA Certification

\_\_\_\_\_ Permit (if applicable)

\_\_\_\_\_ Renovation Deposit (written out to Building)

\_\_\_\_\_ Application Fee (written out to Management Company)

### NOTES:

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**Davenport Loft on Main  
25 LeRoy Place  
New Rochelle, NY 10805**

**APARTMENT RENOVATION APPLICATION FORM**

Unit Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Re: Unit No.: \_\_\_\_\_

The following rules are promulgated pursuant to Article 6.11 of the By-Laws. I hereby request your consent to make the repairs, alterations and renovations and/or to install the equipment described in the attached document (the "Work") in the above apartment. The attached document is hereby made a part of this Agreement.

1. I agree, before any of the Work is begun:

(a) To provide you, the Condominium, with a complete and conformed copy of every agreement made with contractors, subcontractors and suppliers, which agreements must be approved by you as to legal content including but not limited to insurance requirements and defense, indemnification and hold harmless language.

(b) If required by law or governmental regulations, to file plans with and to procure the approval or permits of all governmental agencies having jurisdiction over the Work and, not more than ten (10) days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.

(c) To procure from my contractor(s), subcontractor(s) and supplier(s):

(i) Comprehensive personal injury liability and property damage insurance policies, each in the amount of \$1,000,000.00 or such other amount and terms as shall be satisfactory to the Board of Managers, which policies name the Condominium and the Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to you; and

(ii) Workers Compensation and Employees Liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such insurance certificates evidencing their issuance shall be delivered to you.

2. If the Condominium is required or shall deem it appropriate to seek legal, engineering or architectural advise prior to granting permission, I agree to reimburse you, on demand, for all such fees incurred, and if permission be granted, then, in any event, prior to commencement of any of the Work.

3. It is understood that:

(a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the Work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of any part of the building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, electrical, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the Work, I shall, when so advised, promptly remove or cure the cause of the problem.

(b) I recognize that there will be no change in the operation of the building's plumbing or heating systems, to facilitate the functioning of any plumbing or heating equipment I may be installing. -

(c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building. The Board of Managers has the right to approve same, and to compel removal of same, should it not meet the Board's criteria.

(d) Except for your negligence, I shall defend, indemnify and hold the Condominium, its officers, managers, employees and agents harmless from and against all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney fees or losses arising out of the performance or failure of performance of work or services resulting from any cause whatsoever by myself, the Contractor or any third persons under the direction or control of myself or the Contractor and to reimburse the Condominium or the Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.

4. All permitted work shall be completed within \_\_\_\_\_ days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof. Any and all plumbers or electricians utilized will be licensed to practice their profession, and approved by the City, Village or Town Building Departments.

5. No work shall be done, except between the hours of 8:00 a.m. and 5:00 p.m., No work can be performed on Saturday, Sunday, or Holidays. Any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 9:00 a.m. All construction personnel must sign in with the Concierge, and sign out upon vacating no later than 5:00pm.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that

the removal may take place only at such times as the Superintendent of the building may direct. I shall be strictly responsible to make sure that, upon completion of work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status they were in prior to the start of said work.

7. I am including with this alteration request form a check in the amount of \$500.00; payable to Davenport Loft on Main, as a refundable damage deposit which may be applied by you against the cost of repairing any damage to any of the common grounds, facade, stairwells, hallways, doorways and the like which may be caused by myself or any contractor, subcontractor or supplier employed by me in connection with an approved alteration or against any administrative charge levied against me for violation of any rules or conditions of approval thereof.

8. I will pay any costs incurred by the Condominium in connection with its review of this application including engineer fees, attorney's fees, consultant fees and the like.

9. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the Work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (10) days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the By-Laws or this Agreement, including paying the bills and adding the charge incurred to my account as additional common charges due to the Condominium.

10. At the completion of the Work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required and such other proof as may be necessary to indicate that all work has been done in accordance with all applicable laws, ordinances and Government regulations. Failure to obtain same, when requested by the Board of Managers, will result in my having to remove the alterations and restore the property to its original condition.

11. I recognize that by granting consent to the Work, you do not profess to express any opinion as to the design, feasibility or efficiency of the Work.

12. My failure to comply with any of the provisions hereof shall be deemed a material breach of the provisions of the By-Laws and the House Rules, pursuant to which your consent has been granted, and, in addition to all other rights contained therein, including fines, administrative charges and indemnification of you by myself, you may require that all work not done in compliance with this Agreement be removed and the premises restored to its original condition and/or suspend all further work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

13. Until further notice, I understand that the administrative charge for failure to obtain the express written authorization of the Board of Managers prior to commencing Work in my apartment, for failure to adhere to the specifications of the Work for which I have received authorization or for any other failure to observe my obligations hereunder,

shall be two hundred fifty (\$250.00) dollars per day or per incident as the case may be. I agree that the administrative charge is reasonable in scope and in purpose with the alteration rules to ensure compliance and to compensate the Condominium for its reasonable expenses upon my failure to so comply and does not constitute a penalty. The administrative charge shall be deemed additional common charges as provided by the By-Laws and shall be collectable as such.

14. This Agreement may not be changed orally. This Agreement shall be binding on you, me, and our personal representatives and authorized assigns.

Annexed hereto is the "Work" document and a rider of \_\_\_\_ pages which is made a part of this agreement.

Very truly yours

\_\_\_\_\_  
UNIT OWNER

\_\_\_\_\_  
UNIT OWNER

\_\_\_\_\_  
DATE

PERMISSION GRANTED FOR WORK  
AS HEREWITH SUBMITTED:  
Davenport Loft on Main

By: \_\_\_\_\_, AGENT

\_\_\_\_\_  
DATE

**Davenport Loft on Main  
25 LeRoy Place  
New Rochelle, NY 10805**

Unit Alteration Request Form.

Date: \_\_\_\_\_

To: Board of Managers

From: [Name] \_\_\_\_\_

[Address] \_\_\_\_\_ [Unit No.] \_\_\_\_\_

Approval is hereby requested for the following addition/alteration/repair at the above address:

Description: (Please outline the change, including major components and construction material to be used. In addition, please provide a sketch indicating dimensions.)

Remarks:

Approval: \_\_\_\_\_

Board of Managers

Date



## **CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ ("Contractor") is and will be performing certain work for \_\_\_\_\_ ("Unit Owner") at **Davenport Loft on Main** ("Condominium") located at **25 Leroy Place New Rochelle**, managed by **Stillman Management Realty Corp** ("Managing Agent"), pursuant to oral and/or written agreements and/or Purchase Orders, and/or the contract/proposal dated \_\_\_\_\_, now therefore, as to all such work, Contractor, Unit Owner, Condominium, and Managing Agent agree as follows:

### **INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Condominium, Managing Agent, and Unit Owner from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Condominium. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Condominium, Managing Agent, and Unit Owner without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Condominium, Managing Agent, and Unit Owner either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Condominium, Managing Agent, and Unit Owner, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

### **INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times while performing work for or at the request of the Unit Owner, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including per-project aggregate endorsement, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$1,000,000 per occurrence and a general aggregate of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Condominium, Managing Agent, and Unit Owner to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds. Contractors insurance policies required herein shall include waiver of subrogation in favor of the additional insureds, and shall have no exclusions or limitations pertaining to the additional insureds relating injuries to the Contractor's employees or subcontractor employees, the location of the work, or type of work performed on behalf of the Unit Owner.

If the terms of this Agreement directly conflict with any other written agreements and/or Purchase Orders between the parties, the term contained in this Agreement shall supersede in that instance.

<b>Contractor</b>	<b>Condominium</b>	<b>Managing Agent</b>	<b>Unit Owner</b>
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____

## **UNIT OWNER'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ ("Unit Owner") is and will be performing renovation work in Unit No. \_\_\_\_\_ within **Davenport Loft on Main** ("Condominium") located at **25 Leroy Place New Rochelle** managed by **Stillman Management Realty Corp** ("Managing Agent"), pursuant to decoration or alteration agreements and/or the contract/proposal dated \_\_\_\_\_, now therefore, as to all such work, the Unit Owner, Condominium and Managing Agent hereby agree:

### **INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Unit Owner agrees to indemnify, defend and hold harmless Condominium and Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Unit Owner, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Condominium and Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Condominium and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Unit Owner fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Condominium and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Unit Owners required insurance.

### **INSURANCE PROCUREMENT**

Unit Owner shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, personal liability insurance with a minimum limit of \$1,000,000. Unit Owner shall, by specific endorsements cause Condominium and Managing Agent to be named as additional insureds. Unit Owner shall, by specific endorsement, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds.

If the terms of this Agreement directly conflict with any other written agreements between the parties, the term contained in this Agreement shall supersede in that instance.

**Condominium:**

**Managing Agent:**

**Unit Owner:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
00/00/0000

PRODUCER  <b>* NAME AND ADDRESS OF INSURANCE CARRIER</b>	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED  <b>* NAME AND ADDRESS OF INSURED (Must match signed contract)</b>	INSURER A: <b>XXXXXXXXXX</b>
	INSURER B: <b>XXXXXXXXXX</b>
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES

THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	<b>\$1,000,000/\$2,000.000</b>	<b>00/00/00</b>	<b>00/00/00</b>	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any 1 person)	\$ 5,000
	<input type="checkbox"/> _____				PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> _____				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS – COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<b>AUTOMOBILE LIABILITY</b>	<b>\$1,000,000 minimum</b>	<b>00/00/00</b>	<b>00/00/00</b>	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON OWNED AUTOS						
<input type="checkbox"/> _____						
<input type="checkbox"/> _____						
	<b>GARAGE LIABILITY</b>				AUTO ONLY – EA ACCIDENT	\$
<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	EA ACC	\$
<input type="checkbox"/> _____					AGG	\$
B	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
*	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>	<b>\$1,000,000 minimum</b>	<b>00/00/00</b>	<b>00/00/00</b>	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE –EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE –POLICY LIMIT				\$1,000,000	
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

**Also additionally insured: Unit Owner's Name, Address and Apt. Number**  
**Davenport Lofts on Main, 25 LeRoy Place, New Rochelle, NY 10805**  
**Stillman Management Realty Corp., 440 Mamaroneck Ave, Harrison, NY 10528**  
**Date of Move /Delivery/ Work:**

## CERTIFICATE HOLDER

## CANCELLATION

**Davenport Lofts on Main C/O**  
**Stillman Management Realty Corp.**  
**440 Mamaroneck Ave,**  
**Harrison, NY 10528**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
**Must have signature**

**XX\*IF WORKERS COMP IS NOT ON THIS CERTIFICATE – YOU MUST PROVIDE (2) CERTIFICATES FROM STATE INSURANCE FUND (ONE FOR EACH ADDITIONAL INSURED)**

## Contractual Liability\*

To avoid paying claims for large Labor Law 240 third-party Law suits, some insurance companies have removed contractual liability from their policies. In this case, your "Additional Insured" status with the contractor will be meaningless, and the contractor's insurance will not back the contractor's indemnification.

Here are few methods to try to determine if your subcontractor has contractual liability:

1. Ask for a copy of the contractor's/sub-contractor's insurance policy and have your broker review it.
2. Make sure "Contractual Liability" is added to the subcontractors' certificate and request "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section.
3. Request Certificate Addendum **Acord** 855 NY for coverage details from contractor / sub-contractor

\*Below is a list of insurance carriers that sometimes exclude this coverage and will not be accepted as an insurance carrier of your contractor, having your application held up and/or denied:

Acceptance Indemnity Ins. Co.  
Alterra E&S  
American Safety  
Arch Specialty Ins. Co.  
Atlantic Casualty  
Berkley Specialty  
Burlington  
Century Surety  
Colonial Co.  
Colony  
Endurance  
Essex  
Evanston  
Everest  
First Century  
First Mercury- Cover X  
Guard Insurance Companies  
Hermitage  
Hudson  
Kingstone Insurance

Max Specialty  
Maxum Indemnity Co.  
Mt. Valley Indemnity  
National Fire & Marine  
National Contractors Ins Co.  
Northfield  
North Sea  
Nova Casualty  
Penn Star  
Preferred Contractors Inc.  
Ranger  
RCA  
RU / Mt. Hawley  
Rockingham Insurance Company  
Rutgers/American European Ins. Co.  
Tower Insurance  
Tudor  
U.S. Liability/ U.S. Underwriters/ USU  
Utica First  
Valley Forge  
Western Heritage

We also recommend you require your subcontractors include a description of the work they plan to do. For example: roofing, excavation, residential carpentry, etc.

# **\$32,500/Day Violation Fine for Lack of Compliance**

## **EPA's NEW Lead-Based Paint Rule Nationally Enforceable April 22, 2010**

Beginning April 22, 2010, **ANYONE** who is paid to perform work that disturbs paint greater than six square feet in housing and child-occupied facilities built before 1978 must comply with the EPA's Lead Renovation, Repair and Painting (RRP) Program. Individuals who must comply include: residential rental property owners/managers, general contractors, and special trade contractors including painters, plumbers, carpenters, electricians and sheet rockers. Under this new rule, enforcement actions against **violators can include penalties up to \$32,500 per violation per day**, as well as the potential for costly litigation. This new EPA rule will be potentially litigious and tightly regulated.

Under this rule, each legal entity that performs paint disturbances must have applied to the EPA and been certified prior to April 22, 2010. All Certified firms performing such paint disturbances must ensure:

1. All individuals performing activities that disturb painted surfaces are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all the certified renovator responsibilities.
3. All renovations are performed in accordance with the work practice standards of the Lead-Based Paint RRP Program.
4. The Certified Renovator provides pre-renovation documentation notifying occupants of work to be performed.
5. The program's recordkeeping requirements are met and kept for three years.

All certified firms must also employ a Certified Renovator(s) who has completed an EPA-approved Certified Renovator course ([www.RRPTrainer.com](http://www.RRPTrainer.com)). The Certified Renovators are responsible for ensuring overall compliance with the Lead-Based Paint RRP Program requirements at assigned renovation sites. A certified renovator must:

1. Use a test kit acceptable to EPA.
2. Provide on-the-job training to workers.
3. Be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
4. Regularly direct work being performed by other individuals.
5. Be available, either on-site or by telephone, at all times.
6. Perform project cleaning verification.
7. Have copies of initial course completion certificate present at all times.
8. Prepare required records and maintain for three years.

In order to avoid potential issues with enforcement agencies, litigators or tenants, you must either become EPA compliant by taking the RRP Training course or certify your pre-1978 properties as Lead-Based Paint Free. The EPA has 90 days from the date of receipt of your application before they must reply. The April 22 deadline has already passed, so if you are not already compliant, make sure you become compliant in order to legally perform such work.

*About the Author: This article was written by Lee E. Wasserman, President of LEW Corporation. Mr. Wasserman is a well respected national lead-based paint subject matter expert, has been a guest presenter for numerous associations as well as HUD, EPA, ABO, NYARM, FNYHC, NYAHMA... on the RRP rule and has been nationally active with lead based paint evaluations, remediation and training for more than 18 years. Visit LEW Corporation on the web at [www.lewcorp.com](http://www.lewcorp.com).*