

AGREEMENT BETWEEN VILLAGE OF TUCKAHOE AND ROSELAND PROPERTY COMPANY

THIS AGREEMENT BY AND BETWEEN the Village of Tuckahoe (hereinafter "the Village") and Roseland Property Company (hereinafter "Roseland") is as follows:

1. Roseland acknowledges that for the purposes of this agreement that all references to the Village of Tuckahoe shall include the Village of Tuckahoe and its officials, elected and appointed, officers, employees, agents, servant, bodies, boards and councils.
2. Roseland desires to reconstruct an existing wall and fence located on the Village's property. The scope of the work to be performed by Roseland is fully described in a drawing labeled L-101 prepared by Melillo & Bauer Associates dated February 6, 2013 and is on file in the Village's Building Department. Said drawing is attached herein and incorporated herein as Exhibit A. Said scope of work is detailed further in the attached Exhibit B.
3. Roseland shall assume the entire responsibility for and fully protect, indemnify and save harmless, the Village, from any and all loss and liability for injury to person, death, or property damage arising out of or in any way related to the performance of the work under this Agreement, including but not limited to any claims or suits that may be based upon any alleged injury to person, death or damage to property that may occur or may be alleged to have occurred in the course of the performance of work under this Agreement by Roseland. Whether such claim or claims shall be made by an employee of Roseland or by a third person, and whether or not it shall be claimed that the alleged injury, death or damage was caused through the negligent act or omission of Roseland, and Roseland shall, at its own expense, defend any and actions that may be brought against the Village, for such injuries, death or damages, pay all charges of attorneys and other costs and expenses in respect thereof, and Roseland shall pay, satisfy and discharge any judgments recorded against the

Village in such actions for such injuries, death or damages plus attorney fees and other costs and expenses in respect thereof. Roseland shall indemnify and hold harmless the Village from any and all claims, actions, damages and charges of any nature arising directly or indirectly out of this Agreement and the performance thereof.

4. Prior to commencement of work under this agreement Roseland shall file with the Village Clerk a Certificate of Insurance evidencing the following: The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

I) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 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, blanket contractual including injury to subcontractors employees.

c) Village of Tuckahoe and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Village of Tuckahoe and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured 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's.

d) Contractor/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 2 years after completion of the Work.

II) Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c) Village of Tuckahoe and their agents, officers, directors and employees shall be included as insureds on the auto policy.

III) Commercial Umbrella

a) Umbrella limits must be at least \$5,000,000

b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL and Auto Liability.

c) Umbrella coverage for such additional insureds 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 coverages maintained by the Contractor/Subcontractor.

V) Workers Compensation and Employers Liability

a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

VI) Insurance Covering Special Hazards

The following special hazards shall be covered by the Commercial General Liability Insurance and the Umbrella Liability Insurance: Pollution Liability and Environmental Impairment Liability. (If applicable)

VII) Property Insurance

The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.

VIII) The Contractor 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 Village of Tuckahoe. Each such insurance policy, except the Workers' Compensation Policy, shall include Village of Tuckahoe, and their agents, officers, directors and employees as an additional insured.

IX) Certificates shall provide that 30 days written notice prior to cancellation be given to Village of Tuckahoe. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village of Tuckahoe no less than 30 days prior to cancellation or renewal.

5. Village approves the scope of the work proposed and hereby grants Roseland permission to perform the work proposed under this agreement on the Village's property.

Dated: June , 2016

Village of Tuckahoe

Roseland Property Company

BY: Steven Ecklund, Mayor

BY: