Attachment x

One State Street, LLC
One State Street Plaza, 29th Floor
New York, NY 10004

BUILDING STANDARDS AND INSURANCE REQUIREMENTS
Hold Harmless and Indemnity Agreement

Certificate Holder:	One State Street, LLC One State Street Plaza 29th Floor New York, NY 10004
Additional Insured/Owner:	One State Street, LLC South Ferry Building Co. 25 Broadway Office Properties, LLC ACTA Realty Corp. Wolfson Group And all employees, partners, members & shareholders

Insurance Requirements

Liability insurance must include owner, as listed above, as additional insured (CG2010) for ongoing operations and (CG2037) for completed operations.

Insurance Requirements for Contractors:

- Commercial General Liability Insurance (CGL) with limits of Insurance of not less than:

  $ 1,000,000 Each Occurrence

  $ 2,000,000 Annual Aggregate (Applicable to each project contracted for)

  $ 2,000,000 Product & Completed Operations

  $ 1,000,000 Personal & Advertising Injury

  $ 50,000 Fire Damage Legal Liability

  $ 5,000 Medical Payments

- Liability coverage must be primary and non-contributory.
- Liability coverage must include waiver of subrogation in favor of the additional insured(s)
- Contractual Liability coverage to insure the contractual obligations (i.e. hold harmless and indemnification) of this agreement (Contractual Liability coverage must be listed on the Certificate and state that coverage is broad enough to cover the hold harmless/indemnity agreement in the construction contract).
- Liability coverage may not exclude coverage for injury to employees, and employees of sub-contractors.
- Liability policy may not contain a third – party action over exclusion.

- Liability policies may not exclude “labor law claims”
- Commercial Umbrella with limits of at least $ 5,000,000
- Workers Compensation, Employers Liability & Disability Benefits Liability - Workers Compensation & Disability Benefits Insurance as required by law. If Contractor is not located in New York State, the Compensation certificate MUST state that Compensation coverage is included for New York operations.
- Certificates must be provided to Owner before the start of the job. The certificate must include all requirements as listed on this agreement. The certificate must also include the scope of work.
- A full copy of the Contractor's General Liability policy must be provided to Owner with the certificate.
- Liability policies may not exclude Independent Contractors
- All policies must be written by insurance carriers that have an A.M. Best Rating of at least “A-IX”
- Insurance requirements apply to both the General Contractor and separately to each Subcontractor.
- Comprehensive Automobile Liability coverage in the amount of $2,000,000 CSL for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations.

INDEMNIFICATION/HOLD HARMLESS

It is understood and agreed that to the fullest extent permitted by law, the Contractor shall be solely responsible for, and shall indemnify, defend and hold harmless Owner, Property Manager and Additional Insureds and each of their agents, affiliates, employees, tenants, partners, members, parent companies, subsidiaries and related entities (collectively Owner as used herein throughout), from and against any and all claims, losses, costs, liabilities, damages, injuries or death, of any nature whatsoever (collectively “Claims”) actually or allegedly arising out of or relating to Contractor’s work or the work of any subcontractor retained by Contractor. Contractor’s indemnity, defense and hold harmless obligations hereunder are triggered regardless of whether such “Claims” are attributable in part to any fault or negligence on the part of the Owner.

Contractor shall, on demand, immediately defend Owner in any lawsuit commenced against Owner which actually or allegedly arises out of Contractor’s work or the work of any Subcontractor. Contractor shall reimburse Owner for any and all such “Claims” and lawsuits, including any costs or expenses Owner incurs in defending a lawsuit, pursuing indemnification and enforcing the terms of this agreement. Contractor shall ensure that no work is performed by a Subcontractor unless that Subcontractor is bound by written agreement containing indemnity language at least as broad as that contained herein favoring Owner. In addition, Contractor agrees that the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workers Compensation acts, disability benefit acts or other employee benefit acts.

Contractor represents that it has a signed written contract with the Department, the Tenant, which is attached hereto as Appendix B.

Contractor represents that it has an active insurance coverage in line with the aforementioned requirements and that this coverage is in in full effect as of the date that this agreement is signed.

CONTRACTOR:	OWNER: ONE STATE STREET, LLC
By: _____	By: _____
_____ Name, Title	Sam Saegh, Authorized Signatory Name, Title
Date: _____	Date: _____