



Cold Spring Harbor Laboratory

APPENDIX B

SERVICE OR INSTALLATION OF WORK

- I. The contractor ("Seller") shall provide to Cold Spring Harbor Laboratory ("Buyer") certificates of insurance providing proof of the following insurance coverage prior to the commencement of any work:

Contractor's Liability Insurance

A. Worker's Compensation:

State	-	Statutory
Applicable Federal (e.g., Longshoremen, harbor work; Work at or outside U.S. Boundaries)	-	Statutory
Maritime	-	Statutory
Employer's Liability	-	\$1,000,000
Benefits required by union labor contracts	-	As applicable

B. General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

Bodily Injury	-	Combined Single Limit
Property Damage	-	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury (with Employment Exclusion deleted, if applicable)	-	\$2,000,000 Annual Aggregate
Products Completed Operations	-	\$2,000,000

C. Automobile Liability (owned, non-owned, hired):

Bodily Injury	-	Combined Single Limit
Property Damage	-	\$1,000,000

D. Umbrella Excess Liability - \$5,000,000 (over primary ins.)
\$10,000 Retention

E. New York State Disability - Statutory and Continuous



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- II. Seller shall take precautions to protect all persons from injury and all property from damage arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by Buyer and/or owner of the project upon which work is being performed and shall be responsible for the observance thereof by all subcontractors, employees, agents and representatives of Seller and its subcontractors.
- III. Seller shall keep the premises and work free and clear of all mechanics and materialmen's liens or claims; Seller shall promptly pay for all labor and material and if Seller fails to do so, Buyer without waiving any rights or remedies against Seller for or by reason of such failure may, but without any obligation to do so, pay the same and deduct the amount of such payments from sums due Seller hereunder and Buyer may withhold any payment to Seller until receiving such affidavits, waivers and releases with respect to claims for labor and materials as Buyer may require.
- IV. Seller shall observe and comply with, to the extent required by Buyer, the wages, hours and working conditions established by Buyer on the project or required of Buyer by an applicable labor agreement.
- V. Seller shall act as an independent contractor and not as the agent or representative of Buyer.
- VI. Seller shall perform its work in accordance with the schedules and work programs established by Buyer and shall fully cooperate with Buyer and others engaged in work on the project so that the work on the entire project may be performed with the utmost speed, consistent with good practices that insure quality and safety. In case of conflict, Buyer may direct the necessary coordination of work schedules. Failure of Seller to perform work in a timely manner that causes delay of project or impedes work of others shall be considered a material breach of contract. In the event of such breach Buyer may, without waiving other rights and remedies, cancel this contract and complete work itself or contract with others to complete work and deduct all costs for completion from this contract.
- VII. Seller shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project; clean up all refuse and debris and leave the site of the work clean, orderly and in good condition.
- VIII. Seller shall require Seller's employees, agents, contractors or subcontractors to abide by Buyer's work and safety rules when work or services are performed at Buyer's premises. Buyer has the right to exclude personnel from Buyer's premises who do not abide by such rules, and at Buyer's election, to declare a default under the order.
- IX. Seller is solely liable for its employees, agents, contractors or subcontractors and their actions while on Buyer's premises and Seller agrees to indemnify, hold harmless and protect Buyer from all losses, claims, expenses and damages arising from or out of the presence or activity of Seller's employees while at Buyer's premises.
- X. Seller shall repair or replace any portion of material or workmanship that proves defective for a period of one (1) year from date of completion.

Revised 7/15/04