

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its own expense, and shall require its Subcontractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

1. Minimum Scope of Insurance -- Coverage shall be at least as broad as the following:

A. Commercial General Liability Insurance: covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard, and shall be maintained for Six (6) years after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less.

The policy shall not contain any exclusions directed toward any types of projects, materials or processes involved in the Work. Coverage shall conform with the following additional requirements:

- a. Contractual Liability to cover liability assumed under the agreement;
- b. Coverage for explosion, collapse and underground hazards, if such exposure exists;
- c. No pollution exclusion broader than form CG 21 55; and
- d. No professional liability exclusion broader than form CG 22 79.

B. Automobile Liability Insurance: As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include The Owner and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

C. Workers' Compensation Insurance: As required by the State of New York, in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of the Owner and its affiliates, including all units, divisions and subsidiaries.

D. Employer's Liability and/or Stop Gap Liability Coverage: Coverages per accident, disease-policy limit, and disease each employee.

E. Errors and Omissions Professional Liability Insurance : Coverage should be for a professional error, act or omission arising out of the Contractor's performance of work hereunder. The policy form may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of

subrogation to the benefit of the Nassau Health Care Corporation, **hereinafter referred to as Owner**, and its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than Six (6) years from the time that the work hereunder has been completed.

F. Environmental Impairment Insurance (If made applicable by the Owner):

Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to **analyze**, **monitor**, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) The Owner and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of the Owner and its affiliates, including all units, divisions and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. Minimum Limits of Insurance – Contractor and its Subcontractor(s) shall maintain limits *no less than*:

A. Commercial General Liability: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$10,000,000 each occurrence for personal injury and property damage; \$10,000,000 each occurrence and aggregate for products and completed operations; \$10,000,000 general aggregate on a per project basis. The limits and coverage requirements may be revised at the option of the Owner.

B. Automobile Liability Insurance: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation:** As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage and/or Employer's Liability including Maritime Employer's Liability:** \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance: (If applicable)** \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. **Environmental Impairment Insurance: (If applicable)** \$5,000,000 combined single limit per loss. The limits and coverage requirements may be revised at the option of the Owner.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Contractor and its Subcontractor(s) shall extend to and protect the Owner, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor and its Subcontractor(s).

4. **Rating of Insurer** -- The Contractor and its Subcontractor(s) will only use insurance companies acceptable to the Owner and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding.

5. **Additional Insureds.** Except with regard to Professional Liability, and Workers' Compensation and Employer's Liability insurance, all insurance required hereunder shall name the following parties as additional insureds: Owner and its subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, consultants, and agents (hereinafter, collectively the "Additional Insureds"). For the Commercial General Liability insurance, additional insured status must be provided on ISO forms CG 20 10 and CG 20 37.

6. **Primary and Non-Contributory.** Each policy required above, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

7. **Waiver of Right to Recovery including Subrogation.** Contractor hereby waives all its rights of recovery, under subrogation or otherwise, against Owner, its officers, agents and employees, and all tiers of contractors, vendors and suppliers engaged directly by Owner with respect to the Work, to the extent covered by insurance required to be provided by Contractor and its Subcontractors of whatever tier, and further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. These waivers do not apply to Contractor's rights of recovery against its own Subcontractors, vendors and suppliers of whatever tier, nor against Owner's architects, engineers or other design professionals. Contractor will require all tiers of its Subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. To the fullest extent permitted by law, Contractor will require all insurance policies required by this Addendum to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a

duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.

8. Other Insurance Provisions

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as additional insured except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor and its Subcontractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Contractor and its Subcontractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Contractor and its Subcontractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor and its Subcontractor(s) hereunder.

E. In the event Contractor and its Subcontractor(s), or its insurance carrier defaults on any obligations hereunder, Contractor and its Subcontractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by the Owner to enforce the provisions hereunder.

9. Evidence of Coverage

A. Contractor shall furnish to the Owner copies of the endorsements effecting the coverage required by this specification. Additionally, ***prior to the commencement of any work or services on the Owner's Premises***, Contractor shall furnish to the Owner Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that the Owner will be given thirty (30) days advance written notice of any cancellation or reduction in coverage or in limits, or deletion of the certificate holder herein as an Additional Insured under the policies. Contractor shall also carry such additional insurance as the Owner may specify in connection with the contractor's performance of its obligations under this agreement.

B. All Certificates of Insurance shall be in form and content acceptable to the Owner and shall be submitted to the Owner in a timely manner so as to confirm Contractor's full compliance with the insurance requirements stated hereunder.

C. Any failure on the part of the Owner to pursue or obtain the Certificates of Insurance required hereunder from Contractor and/or the failure of the Owner to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance

requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by the Owner of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance hereunder. The Contractor is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

D. In addition to its other remedies, the Owner may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from Owners's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions hereunder.

10. Subcontractors -- *Prior to the commencement of any work or services on the Owners's Premises*, Contractor shall be responsible to obtain separate Certificates of Insurance from each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.