

STANDARD INSURANCE REQUIREMENT FOR CONTRACTORS PERFORMING CONSULTANT / SPECIAL SERVICES (Please note, this is just a sample, each consultant contract for special services may require different type of insurance coverage)

The Contractor shall not be considered "approved" until he has obtained all insurance required under this specification and such insurance has been approved by the Authority.

Insurance coverage throughout the term of this Agreement shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "A.M. Best" at "A -" or better or as otherwise deemed acceptable by the Authority.

Insurance coverage shall be evidenced by a Certificate(s) of Insurance (the "Certificate") submitted on an "Acord" or equivalent form, which equivalent form to be acceptable to SCWA. SCWA shall have the right to reject a Certificate if it reasonably deems that the Certificate does not meet the insurance requirements provided for in this agreement. Certificate(s) documenting the Consultant Company's continued compliance with this paragraph shall be provided throughout the term of this agreement.

Certificate holder should read:

Suffolk County Water Authority
Attn: Risk Management Department
4060 Sunrise Highway
P.O Box 38
Oakdale, NY 11769

Thirty (30) days notice of cancellation, non-renewal or reduction of coverage is required. The certificate shall not contain provisions that are limiting, including but not limited to, "endeavor to mail" or "failure to mail such notice shall impose no obligation or liability of any kind, etc.". Such provisions must be eliminated on the certificate.

Contractual Liability Insurance as specified in paragraph B to follow, shall be provided to insure this agreement.

The interest of the Suffolk County Water Authority, **as additional for ongoing operations as primary insurance** with no responsibility for payment of premium shall be added to all policies other than Workers' Compensation and Professional Liability. Evidence of this extension may be by blanket additional insured endorsement to the policy, such endorsement to be submitted to the Authority with the applicable certificate of insurance. Mere recitation of the additional insured interest on the certificates may not be acceptable.

Coverage shall be obtained, and maintained throughout the life of the Contract as follows:

- A. Automobile Liability: (if any vehicles are used by the consultant or their subcontractors in the performance of this agreement)

Form: Commercial Automobile Liability, including all owned, non-owned, and hired autos.

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal injury Protection as per the statute.

B. General Liability:

Form: Commercial General Liability in a form providing coverage not less than that of a standard Occurrence Commercial General Liability policy form including separate limits for Personal Injury, and Products /Completed Operations. Coverage to include Contractual Liability without a third party action over exclusion.

ISO endorsement 20100704 or substantial equivalent as respects to ongoing operations, as well as, and ISO endorsement 20370704 or substantial equivalent as respects to products/completed operations must be added to policy.

Limits: \$1,000,000 per occurrence/\$2,000,000 general aggregate. \$1,000,000 for Products/Completed Operations. \$1,000,000 for Personal Injury Liability.

C. Workers' Compensation:

Form: Providing coverage to all employees, *as well as, any "independent contractors"* in all states where operations will be performed under the terms of the contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

D. Excess Liability:

Form: Follow form underlying coverage

Limits: \$2,000,000 each occurrence/aggregate

Consultant's agents or assigns performing any activity under this Agreement must maintain Excess Liability Limits of \$2,000,000 on a form which follows the underlying coverage. Any entity, including any of the consultant's contractors, agents, assigns, performing any activity pursuant to this Agreement involving a difference between the elevation of the required work and another level (either higher or lower) or if the activity involves working with material(s) at a different level (either higher or lower) with a physically significant elevation differential between the levels must maintain Excess Liability Limits of \$2,000,000 on a form, which follows the underlying coverage. Coverage to include Contractual Liability without a third party action over exclusion.

E. Professional Errors & Omissions Liability:

Form: The consultant shall provide evidence of Professional Errors & Omissions Liability insurance. Evidence of this insurance shall also be provided by any contractor(s) or subcontractor(s) providing design services and/or any certification of work/product pursuant to this agreement.

Limits: \$2,000,000 claim or wrongful act, \$2,000,000 aggregate.

F. Miscellaneous:

SCWA must be notified of any substantial impairment of any of the above limits at the inception of and/or during the term of this agreement.

All certificates must contain the following provisions:

- (1) Location and nature of activities on the Property.
- (2) The time period the Certificate covers.

SCWA shall determine in its reasonable discretion whether the Consultant has complied with the requirements of this Paragraph.