

**STANDARD INSURANCE REQUIREMENT FOR PROFESSIONAL/CONSULTANT SERVICES (Please note, this is just a sample, each professional / consultant services contract 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 shall be provided by an Insurance Company licensed as an "admitted carrier" by the New York State Insurance Department and rated by "Bests" at "A-" or better, or as otherwise deemed acceptable to SCWA.

Insurance coverage shall be evidenced by a Certificate of Insurance submitted in a form acceptable to the Authority. "Accord" or other blank certificates may not be acceptable. The Authority may request a letter of transmittal from the Insurance Company providing coverage indicating that the certificate is issued correctly and pursuant to their authorization.

Thirty (30) days notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the Authority. 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 A to follow, shall be provided to insure this agreement.

The interest of the Suffolk County Water Authority, as additional insured and as primary insurance with no responsibility for payment of premium shall be added to all policies, other than Workers' Compensation. Evidence of this extension shall be by signed 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 term of the Contract as follows:

A. 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.

B. 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.

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. Professional Errors & Omissions Liability:

Form: Professional Liability including by not limited to any act, error or omission in the rendering of professional services.

Limit: \$5,000,000 per occurrence, \$5,000,000 aggregate

The Authority will be notified of any impairment of any of the above limits at the inception of or during the contract.

Subcontractors shall adhere to the above.

The Authority is not responsible for any loss or damage whatsoever to the property of contractor(s) or subcontractor(s).

All certificates of insurance shall contain the following provisions:

- (1) Nature of work described on certificate (in case of liability or compensation certificates) shall be inclusive of work provided for under this project.
- (2) The period of certificates shall cover the period of the work or a new certificate shall be furnished before the current certificate expires.

The Suffolk County Water Authority shall be the sole judge in determining the acceptability of insurance requirements.