**INSURANCE REQUIREMENTS**

The CONSULTANT shall purchase and maintain, at its own expense, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract for Professional Services by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT, or by anyone for whose acts the CONSULTANT may be liable. The CONSULTANT shall obtain all the insurance required under this Contract for Professional Services and provide the Owner or the Owner’s designee proof of insurance in such forms as requested and deemed acceptable by the Owner, indicating the Project, and showing evidence of all insurance required under this Contract for Professional Services.:

A. Workers’ Compensation Law Requirements

* + 1. Workers’ Compensation (including occupational disease) and Employer’s Liability Insurance. Full New York State (NYS) Workers’ Compensation and Employer’s Liability coverage shall be provided as evidenced by ONE of the following (ACORD certificates are not acceptable):

a. C-105.2 (September 2015, or most current version) - Certificate of NYS Workers Compensation Insurance Coverage. The insurance carrier will provide a completed form as evidence of in-force coverage.

1. U-26.3 (or any replacement) - NYS Insurance Fund Certificate of Workers Compensation Coverage. The NYS Insurance Fund will provide a completed form as evidence of in-force coverage.
2. GSI-105.2 (2/02 or most current version) - Certificate of Participation in Workers Compensation Group Board-approved self-insurance. The NYS Workers’ Compensation Board’s Self Insurance Office or the contractor’s Group Self Insurance Administrator shall provide a completed form.
3. SI-12 (5/09 or most current version) Affidavit Certifying That Compensation Has Been Secured. The NYS Worker’s Compensation Board’s Self-Insurance Office or the CONSULTANT’s Self-Insurance Administration shall provide a completed form.
4. Disability Benefits Insurance. Full NYS Disability Benefits coverage for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law shall be provided and evidenced by one of the following certificates:
   1. DB-120.1 (September 2015, or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law. The insurance carrier shall provide a completed form as evidence of in-force coverage.
   2. DB-155 (9/16) – Compliance with Disability Benefits Law. The NYS Workers’ Compensation Board’s Self Insurance Office shall provide a completed form.
   3. CE 200 – Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. DASNY will *not* accept this as an exemption from providing Workers’ Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation Board’s website at http://www.wcb.state.ny.us. The CE-200 cannot be used for multiple contracts. Therefore, a new form will have to be completed prior to award of any subsequent contract.
5. Commercial General Liability (CGL) insurance. The CGL insurance policy shall cover the liability of the CONSULTANT for bodily injury, property damage, and personal/advertising injury arising from performance of the CONSULTANT Services. The limits under such policy shall not be less than the following: the limit for each occurrence shall be at least $2,000,000; the general aggregate limit shall be at least $2,000,000; and the personal and advertising injury limit shall be at least $1,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies. Coverage shall provide and encompass at least the following:
   * 1. If requested by Owner, the CONSULTANT shall provide the policy to the Owner which, in its sole and exclusive discretion, will determine whether the policy provides sufficient coverage. The CONSULTANT shall pay the Owner any attorney fees and other costs incurred by the Owner in determining whether the d policy provides sufficient coverage. Owner will select the attorney providing advice on the proposed policy.
     2. ISO Endorsement Forms CG 20 10 11/85 and CG 20 37 10 01, or their equivalents, which name the entities listed in Appendix “D” as Additional Insureds.
     3. If the CONSULTANT proposes the use of an endorsement or endorsements other than the ISO Endorsement Forms CG 20 10 11/85 and CG 20 37 10 01, the CONSULTANT shall provide the proposed endorsement(s) to the Owner which, in its sole and exclusive discretion, will determine whether the proposed endorsement(s) provides equivalent coverage. The CONSULTANT shall pay the Owner any attorney fees and other costs incurred by the Owner in determining whether the proposed endorsement(s) provide equivalent coverage. Owner will select the attorney providing advice on the proposed endorsement(s).
     4. Independent contractors/subcontractors.
     5. Blanket Written Contractual Liability covering all indemnity agreements, including all indemnity obligations contained in this Term Contract for Professional Services, and covering tort liability of another assumed in a contract.
     6. Premises liability.
     7. Defense and/or indemnification obligations, including obligations assumed under this Term Contract for Professional Services.
     8. Cross liability for additional insureds.
     9. Policy or policies must be written or endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by DASNY. Any other insurance maintained by DASNY shall be excess of and shall not contribute with the CONSULTANT’s or its Subconsultant’s insurance, regardless of the “other insurance” clause contained in DASNY’s own policy of insurance.
6. Commercial Comprehensive Automobile Liability covering all owned, leased, hired and non-owned vehicles used in connection with the Work with combined single limits of not less than one million Dollars ($1,000,000.00) per each person/each accident for bodily injury and property damage.
7. Umbrella and/or Excess Liability policies used to comply with CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer’s Liability.
8. CONSULTANT Liability, with limits of not less than two million Dollars ($2,000,000.00) each claim/$2,000,000 annual aggregate subject to a deductible or self-insured retention of not more than one hundred thousand Dollars ($100,000.00) per claim or an amount acceptable to the Owner.
9. General Insurance Requirements
   * + - 1. Unless otherwise required, each insurance policy except the CONSULTANT’s CONSULTANT liability policy:
10. shall be issued by an insurance company licensed to do business in the State of New York by the New York State Department of Financial Services and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion;
11. shall be maintained for the term of this contract, plus three years, unless otherwise noted.
12. shall be written on an occurrence basis except where this Term Contract for Professional Services explicitly allows otherwise; and,
13. shall be evidenced by a certificate of insurance acceptable to the Owner which provides that the coverage evidenced thereby shall not be a reduction in the limits of liability or canceled without thirty (30) days' prior written notice to the Owner.
    * + - 1. Should the CONSULTANT fail to provide or maintain any insurance required by this Term Contract for Professional Services, the Owner may, after providing written notice to the CONSULTANT, purchase insurance covering the CONSULTANT and charge back such purchase to the CONSULTANT.
          2. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth therein, the CONSULTANT shall immediately cease work on the Project. The CONSULTANT shall not resume work on the Project until authorized to do so by the Owner. Any delay or time lost as a result of the CONSULTANT not having insurance required by this Term Contract for Professional Services shall not give rise to a delay claim or any other claim against the Owner or the Client
        1. The CONSULTANT shall secure, pay for and maintain Property Insurance coverage for the protection against the loss of owned, borrowed or rented equipment and tools, including any tools owned by employees, and any tools or equipment owned, borrowed or rented by the CONSULTANT. The requirement to secure and maintain such insurance coverage is solely for the benefit of the CONSULTANT. Failure of the CONSULTANT to secure such insurance or to maintain an adequate level of coverage shall not render the Additional Insureds, or their agents and employees responsible for any losses, and the Additional Insureds, their agents and employees shall have no such liability.
        2. Neither the procurement nor the maintenance of any type of insurance by the Owner and the CONSULTANT shall in any way be construed or be deemed to limit, discharge, waive or release the CONSULTANT from any of the obligations and risks accepted by the CONSULTANT or to be a limitation on the nature or extent of said obligations and risks.
        3. The same conditions as are applicable to the CONSULTANT under these insurance requirements shall be applicable to the CONSULTANT’s Subconsultants. However, the CONSULTANT shall keep the Subconsultant Certificates of Insurance on file and produce them upon the demand of the Owner.
        4. The CONSULTANT and its Subconsultants shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and the insurance companies issuing such policies. The CONSULTANT shall take every precaution against injuries to persons or damage to property. The CONSULTANT shall establish and maintain safety procedures in connection with its work as required by the current New York State Labor Law and regulations of the Occupational Safety and Health Administration as applicable.
        5. Notwithstanding any other provision of this Article, the Owner may require the CONSULTANT to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.

1. CONSULTANT Liability Insurance Requirements
   * + - 1. The CONSULTANT's CONSULTANT liability policy(ies):
2. shall be issued by an insurance company licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner;
3. shall be kept in force throughout performance of the CONSULTANT's services and for five (5) years after the end of such performance if on a claims-made policy;
4. may be a claims-made policy; and
5. shall be evidenced by a certificate of insurance acceptable to the Owner.
   * + - 1. The CONSULTANT shall purchase at its sole expense extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is canceled or not renewed. Written proof of this extended reporting period must be provided to the Owner prior to expiration or cancellation.

1. Certificates Of Insurance

Certificates of Insurance must be submitted by the CONSULTANT and approved by the Owner prior to the commencement of the Work. Certificates of Insurance shall provide for thirty (30) days written notice to the Owner prior to the cancellation, non-renewal, change in deductible or self-insured retention requirements, or a reduction of benefits of any policy. Submission of the Certificates of Insurance constitutes a warranty by the CONSULTANT that the insurance coverage described is in effect for the policy term shown. Upon the request of the Owner, the CONSULTANT shall furnish the Owner with certified copies of each policy.

1. Effect Of Insurance

Compliance with insurance requirements shall not relieve the CONSULTANT of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of this Term Contract for Professional Services and the Owner shall be entitled to pursue any remedy in law or equity if the CONSULTANT fails to comply with the contractual provisions of this Term Contract for Professional Services. Indemnity obligations specified elsewhere in this Term Contract for Professional Services shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

1. Priority

Insurance coverage (including any deductible or self-insured retention) required from persons or entities other than the Owner or the Owner’s Related Parties shall be deemed primary to any coverage provided by the Owner or the Owner’s Related Parties.

1. Property Damage Disclaimer

The Owner shall not be liable, and shall provide no insurance, for any loss or damage incurred by the CONSULTANT or its Subconsultants, or by their agents and employees, to tools, machinery, equipment and other property owned by them, regardless of whether such losses are insured by them. The CONSULTANT hereby releases and discharges the Owner and its Related Parties of and from all liability to the CONSULTANT, and to anyone claiming by, through or under the CONSULTANT, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, equipment or other property, however caused.