

LIU INDEMNIFICATION AND INSURANCE RIDER for CAPITAL CONSTRUCTION CONTRACTS

THIS RIDER SHALL BE ATACHED TO AND BECOME AN INTEGRAL PART OF THE AGREEMENT BY AND BETWEEN Contractor. ("CONSTRUCTION CONTRACTOR") AND LONG ISLAND UNIVERSITY ("OWNER" or "LIU"). To the extent of any inconsistencies between this Rider and the other Contract documents, this Rider shall supersede and be controlling.

Construction Contractor hereby undertakes the following duties and responsibilities:

Construction Contractor agrees to defend, indemnify and hold harmless Long Island University, its trustees, officers, employees, representatives and agents ("Indemnified Parties") against any and all losses, expenses, claims, demands, damages, judgements, liabilities alleged liabilities (including attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of any action occurring in connection with the services contemplated by this Agreement, or arising out of any negligent or wrongful act, error or omission or breach of contract in connection with the operations of the Construction Contractor, its employees or others acting under its direction or control, including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University's premises, any infringement of copyright, royalty or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, or in consequence of any activity or performance under the Agreement, any injuries or damages resulting from defects, malfunction, misuse, etc. of equipment and materials provided by Construction Contractor, any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of Construction Contractor's activity or performance under the Agreement, any losses imposed upon the Indemnified Parties with respect to noncompliance with or violation of any applicable statute, ordinance or regulation irrespective of whether such noncompliance or violation is not discovered or known until after completion of the work contemplated by this Agreement, or any other losses which LIU may sustain or to which LIU may become subject as a result of the performance of this Agreement. The foregoing indemnity shall include injury or death of any employee of the Construction Contractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable workers compensation, disability benefits or other employee benefits acts. Construction Contractor agrees to waive its right of subrogation against the Owner, its trustees, officers, employees, representatives and agents, applicable to any claims brought against the Owner by Construction Contractor's employees. Construction Contractor is responsible for any thefts of Owner's property by Construction Contractor, its employees, or anyone acting under the direction or control of any of them.

Construction Contractor shall secure the site against acts of vandalism, criminal mischief, other damage to work or premises occurring during the course of construction and during unattended periods.

Construction Contractor will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods of services covered by the Agreement:

- a) Statutory state disability benefits, workers' compensation and employer's liability coverage affording the statutory limits/coverage under relevant state laws.
- b) Commercial general liability insurance with limits of \$1,000,000 per occurrence, bodily injury and property damage combined; \$1,000,000 per occurrence for personal and advertising injury; \$2,000,000 products/completed operations aggregate; and \$2,000,000 "per project" aggregate, insuring both the Construction Contractor and Owner against any and all liability and claims. This policy shall be written on an "occurrence" basis and shall apply on a primary basis irrespective of any other insurance, whether collectible or not. Any insurance or self-insurance maintained by the Indemnified Parties shall be in excess of Construction Contractor's insurance and shall not contribute with it. The policy shall be endorsed to name Long Island University as an "Additional Insured". Definition of Additional Insureds shall include all trustees, officers, employees, agents and representatives. Coverage shall be provided by ISO Form CG 20 10 or equivalent. To the extent that the construction contract provides for a specified correction period after the work is done, then the Additional Insured coverage shall be provided during the stated correction period.
- c) Comprehensive automobile liability insurance containing a \$1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Construction Manager's activity or performance under the Contract.
- d) Standard "all risk" property insurance covering all equipment and material (owned, borrowed or leased by Construction Contractor or its employees) utilized in and/or related to Construction Contractor's activity or performance under the Agreement, to the full replacement value thereof, and which shall allow for a waiver of subrogation in favor of Owner. Construction Contractor hereby agrees to waive its right of subrogation against Owner. Failure of the Construction Contractor to secure and maintain adequate coverage shall not obligate the Owner, its agents or employees, for any losses.
- e) Umbrella Liability Insurance of not less than a \$5,000,000 per location limit, and applying in excess over all limits and coverages noted above. This policy shall be written on an "occurrence" basis.

Each policy described above shall be endorsed to name Long Island University as an "Additional Insured" for all activities covered by this agreement. The definition of Additional Insured shall include all of Owner's trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

All policies shall be written with insurance companies licensed to do business in New York State and which are rated not lower than A9, will provide primary coverage for obligations assumed by Construction Contractor under the Agreement, and shall be endorsed to provide at least thirty (30) days prior written notice to Owner in the event of cancellation, non-renewal or material modification.

Construction Contractor will, at least thirty (30) days prior to commencing services under this Agreement, and prior to any expiration or anniversary of the respective policy terms, deposit with the Insurance Manager of Long Island University, University Center, 700 Northern Blvd., Brookville, NY 11548-1326, certificates of insurance evidencing compliance with all insurance provisions. Construction Contractor accepts that failure to provide adequate or proper certification of insurance, specifically including Long Island University as "Additional Insured" for all activities covered by the Agreement, shall immediately be deemed a breach of contract

IT IS UNDERSTOOD AND AGREED THAT CONSTRUCTION CONTRACTOR SHALL NOT COMMENCE WORK UNTIL IT HAS OBTAINED ALL INSURANCE REFERRED TO HEREIN, AND PROVIDED PROOF ACCEPTABLE TO THE INSURANCE MANAGER, AS SET FORTH.

It is further understood and agreed that Construction Contractor will require all subcontractors and others acting under its direction or control to: 1. Execute an insurance and indemnification agreement, in favor of Owner and the Indemnified Parties, agreeing to the same terms and conditions as is contained herein, 2. maintain the same insurance coverage set forth herein, and 3. provide certificates of insurance evidencing the required coverage and naming Owner as "Additional Insured".

AGREED TO AND ACCEPTED:

Contractor:

Long Island University:

BY: _____ DATE: _____

BY: _____ DATE: _____