LIU INDEMNIFICATION AND INSURANCE RIDER FOR CONSTRUCTION MANAGEMENT

THIS RIDER SHALL BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE AGREEMENT BY AND BETWEEN _____ ("CONSTRUCTION MANAGER") AND LONG ISLAND UNIVERSITY ("OWNER" or "LIU").

Construction Manager hereby undertakes those duties and responsibilities imposed upon a General Contractor.

Construction Manager 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, judgments, liabilities or 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 occurring in connection with the operations of the Construction Manager, 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 Manager, any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of Construction Manager'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 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 Manager 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 Manager 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 Manager's employees. Construction Manager is responsible for any thefts of Owner's property by Construction Manager, its employees, or anyone acting under the direction or control of any of them.

Construction Manager 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 law.

b) Commercial general liability insurance with limits of $2,000,000 per occurrence, bodily injury and property damage combined; $2,000,000 per occurrence for personal and advertising injury; $2,000,000 products/completed operations aggregate; and $5,000,000 "per project" aggregate, insuring both the Construction Manager 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 Manager's insurance and shall not contribute with it.

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 Agreement.

d) Standard "all risk" property insurance covering all equipment and material (owned, borrowed or leased by Construction Manager or its employees) utilized in and/or related to Construction Manager'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 Manager hereby agrees to waive its right of subrogation against Owner. Failure of the Construction Manager 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 $25,000,000 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 A:9, will provide primary coverage for obligations assumed by Construction Manager 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 Manager 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 Manager accepts that failure to provide adequate or proper certification of insurance, specifically including Long Island University as "Additional Insured", shall immediately be deemed a breach of contract.

IT IS UNDERSTOOD AND AGREED THAT CONSTRUCTION MANAGER 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 Manager 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:

BY: _____ DATE: _____

Long Island University:

BY: _____ DATE: _____