

APPENDIX E

REQUIRED INSURANCE

Prior to the Contract commencement and throughout the term of the Contract, the Contractor shall maintain insurance issued by an insurance carrier satisfactory to Rockland Green to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, including injury to the applicable Contractor's employees or employees of such Contractor's Subcontractors, or damage. Such insurance shall be maintained at the Contractor's sole expense.

The Contractor shall obtain and maintain throughout the term of the Contract the following types and minimum amounts, not including deductible, of insurance:

- Commercial general liability and property damage insurance with broad form blanket contractual liability and products and completed operations coverage, shall be not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - Prohibited exclusion(s), including but not limited to (1) 'gravity related' injuries; (2) injuries sustained by an employee of an/any insured; (3) liability assumed by contract (4) height limitation or (5) territory restriction; and
 - Insurance must apply on a Per-Project basis; and
 - No Labor Law or Third-Party Action Over Exclusions;
- Commercial comprehensive automobile liability endorsed for any automobile (owned and non-owned) with minimum limits for combined property damage and bodily injury of \$1,000,000 per occurrence
- Worker's compensation coverage in the statutory amounts required by New York State Law;
- Employer's liability insurance required by New York State law covering all of the employees of the Contractor at Rockland Green 's facility;
- Excess liability above the commercial general liability and automobile liability shall not be less than \$10,000,000 per occurrence and \$10,000,000 general aggregate, the Umbrella must be excess over the General Liability, Automobile Liability and Employers Liability and
- Pollution liability, if applicable, shall not be less than \$5,000,000.

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- Professional liability, if applicable, shall not be less than \$5,000,000.

1. The commercial general liability, excess liability, professional liability, and pollution liability shall be kept in force for a period of one (1) year following the end of the contract period.

2. Additional Insureds. The Contractor will name Rockland Green, the County, and their officers, agents, employees, and consultants as additional named insureds on a primary, non-contributory basis (the “Additional Insureds”) for Ongoing and Completed Operations on all insurance policies required herein, other than workers’ compensation and employer liability coverage. Such coverage must be provided using the 04/13 versions of ISO Form CG 20 10 and CG 20 37 or equivalent. The Contractor will waive the subrogation rights of its various insurance carriers in favor of Rockland Green via CG 20 04 or equivalent.

3. Insurance Certificates and Policies. Insurance and any renewals thereof will be evidenced by certificates of insurance (the “Certificates”) and copies of all insurance policies and endorsements issued or countersigned by a duly authorized representative of the issuer and delivered to Rockland Green for its approval thirty (30) days prior to the Contract commencement. The Certificates will require thirty (30) days written notice to Rockland Green, of cancellation, intent not to renew, or reduction in its coverage by the insurance company for all policies.

4. Non-Recourse Provision. All insurance policies will provide that the insurers will have no recourse against the Additional Insureds for payment of any premium or assessment and will contain a severability of interest provision in regard to mutual coverage liability policies. The coverages will be the primary source of any restitution or other recovery for any injuries to, or death of persons, or loss or damage to property incurred as a result of an action or inaction of the Contractor or its Subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by Rockland Green.

5. Deductibles. Deductibles shall not exceed \$10,000.

6. Subcontractors. The Contractor will be responsible for ensuring that all Subcontractors which are working at the Site secure and maintain all insurance coverages hereunder and other financial sureties required by Applicable Law in connection with their presence and the performance of their duties

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at or concerning the Work. The Contractor will furnish Rockland Green with Subcontractors' Certificates and policies for review and approval prior to beginning.

7. Specific Provisions for Comprehensive General Liability Insurance. Comprehensive General Liability insurance, as required hereunder, will include premises-operations, blanket contractual, products and completed operations, personal injury, host liquor liability, explosion, collapse, underground hazards, and broad form property damage, including completed operations and independent contractor's coverages.

8. Specific Provisions for Worker's Compensation Coverage. Worker's Compensation insurance must be in accordance with the requirements of New York law, as amended from time to time. The required worker's compensation insurance will include other states' coverage, voluntary compensation coverage, and federal longshoreman and harbor worker's coverage.

9. Changes in Insurance Coverage. The insurance listed herein are the minimum coverages permitted, except that Rockland Green may decrease or omit the coverages specified at any time in its sole discretion. If Rockland Green decreases such coverage, any cost savings will be credited to the benefit of Rockland Green.

10. Qualifications of Insurers. The Contractor is required to obtain the insurance set forth in this Appendix with insurance companies that carry a Best's "A" or equivalent rating. In addition, insurance must be obtained and maintained with insurers authorized to do business in the State of New York.

11. Subcontractor Indemnification. The Contractor shall include the following language in all Subcontracts.

To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend and hold harmless the Contractor as well as all parties listed below as additional insureds, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof brought against any of the Indemnitees by any person or entity, arising out of or in connection with or as a result or consequence of the performance of the Work of the Subcontractor, as well as any additional work, extra work or add-on work, whether or not caused in whole or in part by the Subcontractor or any person or entity employed, either directly or indirectly by the Subcontractor including any subcontractors thereof and their employees. The parties expressly agree that this indemnification agreement contemplates 1) full indemnity in the event of liability imposed against the Indemnitees without negligence;

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and 2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim which negligence is expressly excepted from the Subcontractor's obligation to indemnify. Attorneys' fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Subcontract Agreement. Indemnification under this Agreement shall operate whether or not Contractor has placed and maintained the insurance required under this agreement. The Subcontractor shall cause all subcontract agreements it enters into to include this indemnification clause so as to ensure that Contractor and all Indemnitees hereunder shall have the same protection from sub-subcontractors as is afforded by the Subcontractor.