

Attachment 5

Security Guard – Insurance Language

I. Insuring Requirement

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during this Contract until Final Completion/during the term of this Agreement, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York (“admitted carriers”) with an A.M. Best Company rating of A-II or better or as acceptable to the Authorized User. The Authorized User may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Authorized User to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the Authorized User evidence of such policies in a form acceptable to the Authorized User. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

II. General Conditions

Conditions Applicable to Insurance. All policies of insurance required by this agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B Insurance Requirements below.
2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Authorized User, policies must be written on an occurrence basis.
3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Authorized User, before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates shall be mailed to the address as requested by the Authorized User.

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Authorized User. In addition, if required by the Authorized User, the Contractor shall deliver to the Authorized User within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- a. Be in the form approved by the Authorized User.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- d. Specify the Additional Insureds and Named Insureds as required herein.
- e. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
- f. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- g. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted.

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Authorized User for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Any other insurance maintained by the Authorized User shall be excess of and shall not contribute with the Contractor's insurance regardless of the other insurance clause contained in the Authorized User's own policy of insurance.

5. Policy Renewal/Expiration. At least thirty (30) days prior to the expiration of any policy required by this contract, except for non-payment as required by law, evidence of renewal or replacement policies of insurance with terms no less favorable to the Authorized User than the expiring policies shall be delivered to the Authorized User in the manner required for service of notice in Certificates of Insurance/Notices above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Authorized User, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Authorized User. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Authorized User, shall not give rise to a delay claim or any other claim against the Authorized User. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the Authorized User, the Authorized User may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Contractor to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self insured retention on each policy.

7. Subcontractors. Should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract the insurance requirements of this document on the Subcontractor, as applicable. Proof thereof shall be supplied to the Authorized User.

III. Specific Coverage and Limits

The types of insurance and minimum policy limits shall be as follows:

1. General Liability

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$5,000,000
 - General Aggregate – \$5,000,000
 - Products/Completed Operations – \$5,000,000
 - Personal Advertising Injury – \$5,000,000
 - Damage to Rented Premises – \$50,000
 - Medical Expense – \$5,000
- a. The policy shall be endorsed to include errors and omissions coverage.
 - b. Policy shall be endorsed to include master key coverage.
 - c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
 - d. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
 - e. The policy shall be endorsed to include the following additional insured language: "The State of New York shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insured's
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- Explosion, collapse, and underground hazards
- Contractor means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)
- c. CG 25 03 11 85 or, an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name New York State as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Authorized User. Any other insurance maintained by the Authorized User shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.

2. Workers' Compensation

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Workers' Compensation Law.

If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the Authorized User and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance
- (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund
- (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

3. Disability Benefits

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Authorized User and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) DB-120.1(May 2006 or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- (2) DB-155 – Certificate of Disability Self Insurance.
- (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. The Authorized User will not accept this as an exemption from providing Workers' Compensation Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

4. Business Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars. The limits may be provided through a combination of primary and umbrella/excess liability policies. If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

The policy shall be endorsed to include the following additional insured language: "The State of New York shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

5. Crime

- a. The policy shall be issued with limits of \$5,450,000.00.
- b. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The policy shall include coverage for third party fidelity.
- d. The policy shall include coverage for extended theft and mysterious disappearance.
- e. The policy shall not contain a condition requiring an arrest and conviction.
- f. The policy shall include coverage for:
 - Employee Theft
 - Forgery or Alteration
 - Inside the Premises - Theft of Money and Securities
 - Inside the Premises - Robbery or Safe Burglary of Other Property
 - Outside the Premises
 - Computer Fraud
 - Money Orders and Counterfeit Paper Currency

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy.

The Authorized User, including its affiliates and subsidiaries, must be included as Loss Payees as respects this specific amount as their interests may appear.

Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

6. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the Authorized User or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the other insurance clause contained in either parties policy.