

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
284 South Avenue, Poughkeepsie, NY 12601

To Contractors:

Please forward this notice to your insurance agent, broker or carrier and authorize such changes as will conform your insurance to the following requirements. Commencement of the work must await receipt and approval of a satisfactory insurance certificate in accordance with the "Insurance" provisions set forth herein and in the Contract with Central Hudson Gas & Electric Corporation, referred to hereafter as "Owner"

MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS

1.1 **Contractor's Responsibility**-The Contractor (and each subcontractor of Contractor) shall, without limiting its obligations or liabilities herein, maintain and keep in force during the performance of the Contract at its expense the following insurance with limits specified below:

- (a) Commercial General Liability insurance written on a form at least as broad as ISO CG 00 01 (0413) or its equivalent covering all operations by or on behalf of the Contractor against claims for personal injury (including bodily injury and death), property damage, contractual liability, acts of independent contractors and subcontractors and, if applicable, advertising injury. The Contractor's Commercial General Liability policy shall not contain professional services exclusion. If the policy does contain professional services exclusion, then the policy must include ISO Endorsement CG 2279 or CG 2280. **Minimum limits of \$3,000,000 per Occurrence**
- (b) Property insurance, as applicable, (as determined by Owner) covering the risk of physical loss to any equipment, machinery, tools, inputs or other property supplied by the Owner or any Contractor Responsible Party in connection with the performance of the Contract in an amount equal to the replacement cost of the applicable equipment.
- (c) Professional Liability insurance, as applicable, (as determined by Owner) required in connection with the performance of the Contract. . The policy must be kept in force by Contractor during the life of this Contract and for three (3) years (either as a policy in force or extended reporting period) after this Contract is completed. **Minimum limits of \$1,000,000 per Occurrence**
- (d) Automobile, as applicable, (as determined by Owner) providing liability coverage for bodily injury, property damage, contractual liability arising from the ownership, operation, loading or unloading, maintenance or use of a motor vehicle, including owned, hired, leased, non-owned and borrowed automobiles. Contractors transporting hazardous waste are required to provide a copy of their MCS-90 endorsement. **Minimum limits of \$3,000,000 per Occurrence**
- (e) Workers' Compensation and Employer's Liability insurance providing statutory coverage for the State of New York with employer's liability limits of: \$1,000,000 Bodily Injury by Accident, \$1,000,000 bodily injury by disease (Each Employee) and \$1,000,000 bodily injury by disease (Policy Limit). If leased employees are used, Contractor's insurance policy must include an Alternate Employer's Endorsement and Owner must be included and named on that Endorsement. Longshoremen's and Harbor Workers Act coverage is required for any work on or near navigable waters. If Contractor does not have workers'

compensation insurance as described above, Contractor hereby attests to the following: (1) Contractor confirms that they are not required by law to obtain New York State Workers' Compensation Insurance and the Contractor has no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors; (2) Contractor is an independent contractor providing services to the Owner and not an employee of the Owner, free of control and direction by Owner over the means and method of performing work; (3) Contractor is customarily engaged in an independent trade, occupation, profession or business related to the work being done; (4) Contractor understands that it is their responsibility to obtain medical and disability insurance to protect themselves while performing the work.

- (f) Asbestos - for all Contracts involving the removal or encapsulation of asbestos, Pollution Liability Insurance is required. If coverage is provided under a Commercial General Liability policy, the policy shall not contain professional services exclusion. If the policy contains professional services exclusion then the policy must include ISO CG 2279 or CG 2280. Coverage provided through a separate Contractors Pollution Liability policy shall not include professional services exclusion. **Minimum Limits of \$5,000,000 per Occurrence**

- (g) Hazardous and Non-Hazardous Waste - For all Contracts that involve the removal, transportation or disposal of hazardous or non-hazardous waste, Pollution Liability Insurance is required. Contractor may provide Pollution Liability coverage as an endorsement under Contractor's General Liability Insurance policy or through a separate Contractors Pollution Liability policy. If coverage is provided under a Commercial General Liability policy, the policy shall not contain professional services exclusion. If the policy contains professional services exclusion then the policy must include ISO CG 2279 or CG 2280. Coverage provided through a separate Contractors Pollution Liability policy shall not include professional services exclusion. **Minimum limits of \$5,000,000 per Occurrence**

- (h) Railroad - For all Contracts that involve accessing property owned or maintained by Metro North Commuter Railroad or any of its subsidiaries, Metro North Commuter Railroad and the following companies must be included as Additional Insureds on the Contractor's General Liability policy:

- Metropolitan Transportation Authority
- National Railroad Passenger Corp. (AMTRAK)
- CSX Transportation, Inc. & New York Central Lines LLC
- Delaware & Hudson Railway Company, Inc.
- Housatonic Railroad Company
- Providence & Worcester Railroad Company
- Connecticut Department of Transportation
- Consolidated Rail Corporation
- Midtown TDR Ventures, LLC
- Midtown Trackage Ventures, LLC

(i) Technology Errors and Omissions / Cyber Insurance- For all Contracts involving the supply of or provision of information technology services, including cloud services, or if Contractor has access to any confidential information of Owner, Contractor shall secure, provide and maintain throughout the term of this Contract, an insurance policy (in addition to any other insurance policy required by this Contract) that provides coverage for any and all liabilities, damages, claims, losses, costs and expenses, of any kind, that may be incurred by or asserted against the Owner resulting from or related to:

- (1) Any act, error, or omission or negligence related to Contractor's technology and/or professional services;
- (2) Intellectual property infringement arising out of software and/or content;
- (3) Breaches of security, systems, denial or loss of services;
- (4) Violation or infringement of any right to privacy, or any breach of federal, state, local or foreign security and/or privacy laws or regulations;
- (5) Theft, damage, destruction, or corruption of any data of Owner or any employee, or customer of Owner, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information;
- (6) Participation, including a denial of service attack on a third party;
- (7) Introduction, implantation or spread of malicious software code; and
- (8) Cyber extortion.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Contract. The policy must be kept in force by Contractor during the life of this Contract and for three (3) years (either as a policy in force or extended reporting period) after this Contract is completed. **Minimum limits of \$3,000,000 per Occurrence**

(j) Any other insurance which the Contractor is required by law to provide.

1.2 **Terms of Insurance** - The insurance obtained by the Contractor pursuant to section 1.1 of these insurance coverage requirements shall, unless otherwise stated above or unless otherwise expressly provided in the Contract, be provided in accordance with the following terms and conditions:

(a) The Contractor shall provide Owner with satisfactory proof of insurance coverage such as a certificate of insurance and supporting additional insured and waiver of subrogation endorsements prior to the Contractor entering upon the Owner's property or Plant Site and thereafter when requested by Owner, but at least 10 days prior to each anniversary date of this Contract. The Contractor will provide certified copies of actual insurance documents if requested by Owner. In the event that any of the required insurance expires, is cancelled or otherwise lapses during the term of this Contract, work under this Contract shall immediately cease and shall resume only after satisfactory proof of insurance in compliance with Section 1.1 is provided to the Owner.

- (b) Owner and its parent, affiliate and subsidiary companies shall be included as additional insureds on a primary basis for liability arising out of or in relation to the Contractor's work or operations performed under or incidental to this Contract, except for the coverage required in section 1.1(c), (e) and (i) of these Insurance Coverage Requirements. The Additional Insured endorsement MUST be attached to the Certificate of Insurance.
- (c) Each insurance policy shall provide that 30 days' prior written notice (sent by certified mail, return receipt requested) shall be given to Owner of any cancellation of any such policy or policies or of any change material to the interest of Owner.
- (d) All insurance maintained by the Contractor will be primary insurance and non-contributing with any insurance or self-insurance program maintained by Owner.
- (e) To the extent permitted by applicable law, each insurance policy maintained by the Contractor related to the operations under this Contract shall include an endorsement providing that the underwriters will waive all rights of recovery, under subrogation or otherwise, against Owner Indemnified Parties
- (f) All policies shall be written by responsible insurance companies with a Best's rating of A VIII or better.
- (g) Commercial General Liability coverage is to be written on an "Occurrence" form. If coverage is written on a "Claims Made" or "Claims First Made" form, the policy must be kept in force by Contractor during the life of this Contract and for three (3) years (either as a policy in force or extended reporting period) after this Contract is completed.
- (h) Contractor shall not do anything to cause any of the insurance required to be provided to be invalidated in whole or in part.
- (i) All subcontractors shall maintain the same types and amounts of insurance and be subject to the same requirements as the contractor including terms, provisions, conditions and limits as set forth in (a) – (h) above. The Contractor shall provide the Owner with satisfactory proof of the Subcontractors insurance prior to the Subcontractor entering upon the Owners property or Plant Site and thereafter when requested by the owner. The Subcontractor's Additional Insured Endorsement applicable to their Commercial General Liability Insurance must show coverage is extended to the Owner. Coverage provided must be at least as broad as would be provided by ISO CG 2038 (0413).
- (j) The insurance requirements set forth herein shall in no way limit Contractor's or Subcontractor's liability arising out of work performed under this Contract, including liability under the indemnification provisions set forth in any other Contract entered into with Owner or any other provisions contained in the Contract. The inclusions, coverage and limits set forth herein are the minimum inclusions, coverage and limits required by the Owner and should not be construed as a limitation of Owner's rights under any policy with higher limits
- (k) Umbrella/Excess Coverage – The required limits specified may be met through a combination of primary and umbrella /excess insurance. The umbrella/excess coverage policy terms will be on a follow-form basis, including drop down coverage in the event the underlying limits are eroded. Such coverage shall be excess of the Contractor's

commercial general liability, business automobile and employer' liability coverage required herein.

- 1.3 **Non-Waiver** None of the providing of insurance by the Contractor in accordance with the requirements of this Contract, the insolvency or bankruptcy of any insurance company, or failure of any insurance company to pay any claim accruing, shall be held to waive or limit any other provisions of this Contract with respect to liability of the Contractor to the Owner Indemnified Parties or otherwise.
- 1.4 **Contractor Equipment** Since it is the Contractor's responsibility to maintain the insurance contemplated by these Insurance Coverage Requirements and the costs of any such insurance are borne indirectly by Owner, the Contractor agrees that in no event shall Owner be liable to the Contractor for any physical loss or damage to any equipment, machinery, tools, materials or other property of any Contractor Responsible Party used in the performance of the Contract and operations contemplated pursuant to this Contract, whether or not such loss or damage results from any fault, negligence, act or omission of Owner Indemnified Parties.
- 1.5 As used in these Insurance Coverage Requirements, the following terms shall be defined as follows:
- (a) "Confidential Information" means any and all information that is provided by Owner or on Owner's behalf to Contractor or Contractor's employees or subcontractors in the performance of this Contract and all such information shall be deemed to be Confidential Information. Any reports or other documents or items (including but not limited to software) that contain or are based, in whole or in part, upon Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information shall not include information that (a) is or becomes publicly known (other than by disclosure by Contractor); (b) is furnished by Owner to third parties without restrictions similar to those imposed by this Contract; (c) was rightfully and properly in Contractor's possession, without Contractor being subject to covenants of confidentiality and nondisclosure, prior to the time of its disclosure by the Contractor; (d) is obtained by the Contractor from a source other than Owner, without the Contractor being subject to covenants of confidentiality and nondisclosure; or; (e) is independently developed by employees or subcontractors of the Contractor without any independent access to any Confidential Information.
 - (b) "Contractor Responsible Parties" means collectively, the Contractor; any of the Contractor's subcontractors, suppliers, agents, successors and assigns; the directors, officers and employees of any of the foregoing; and any person for whose acts or omissions any of the foregoing are liable at law.
 - (c) "Owner Indemnified Parties" means collectively: Owner; its direct and indirect corporate parent, affiliate and subsidiary companies; the successors and assigns of each of the foregoing; and their respective directors, officers, employees and agents.