APPENDIX 1 - INSURANCE REQUIREMENTS

1.1 Insurance. The Consultant shall not commence work under this Contract until the Consultant has obtained all insurance required under this Contract and such insurance, and such insurance company has been approved by the AUTHORITY, nor shall the Consultant allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

1.1.1 Required Insurance Limits. Consultant shall, at a minimum, maintain the following insurance during the term of the Contract:

1.1.1.1 Commercial General Liability. The Consultant shall take out, and maintain during the life of this Contract, Commercial General Liability Protection including Products Liability and Completed Operations, Broad Form Property Damage, Personal Injury, and Contractual Liability coverage that shall protect the Consultant and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The General Liability insurance policy shall also be endorsed to have any aggregate apply separately to this Project.

*Coverage Limits Shall Be:*

- Each Occurrence: $1,000,000.00
- Medical Expenses: $5,000.00
- Personal & Adv Injury: $1,000,000.00
1.1.2 **Automobile Insurance.** The Consultant shall take out and maintain, during the life of this Contract, comprehensive automobile liability insurance for any vehicles engaged in operations within the terms of this Contract.

*Coverage Limits Shall Be:*

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

1.1.3 **Workers Compensation Insurance.** The Consultant shall take out and maintain during the life of this Contract, and before any work is commenced, Workers Compensation and Employers Liability insurance for all of the Consultant’s employees employed at the site of the Project. The policy will be endorsed to include a waiver of subrogation in favor of the AUTHORITY.

*Coverage Limits for Employers Liability Insurance Shall Be:*

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease-EA Employee</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease-Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Workers compensation coverage limits will be statutory.

1.1.2 **Special Provisions.**

1.1.2.1 The AUTHORITY shall be included as additional insured on Consultant’s General Liability Policy and Excess/Umbrella Liability Policy. This shall be noted in the Special Provisions section of the certificate of insurance.
1.1.2.2 The Consultant’s General Liability Policy shall contain a severability of interest clause and shall be noted in the Special Provisions section of the Certificate of Insurance.

1.1.2.3 All insurance coverage shall be maintained until one (1) year after completion of the Work.

1.1.2.4 All insurance will be primary and not contributory.

1.1.3 Proof of Carrying Insurance. The Consultant shall furnish the AUTHORITY with satisfactory proof of coverage of the insurance required from a reliable company with an A.M. Best Rating of A-VII or better before commencing any work. Such proof shall consist of certificates executed by the respective insurance company’s representative and filed with the AUTHORITY. Upon request of the AUTHORITY, the Consultant shall submit the original insurance policies for inspection and approval of the AUTHORITY before work is commenced. Said policies shall not thereafter be cancelled or permitted to expire without notice being provided at least 30 days in advance to the AUTHORITY and consented to by the AUTHORITY.

1.1.4 If Consultant shall at any time fail to insure or keep insured as aforesaid, or if any insurance policies required hereunder cannot be obtained for any reason, the AUTHORITY may require Consultant to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by the AUTHORITY, the AUTHORITY may terminate this Contract.