
INSURANCE AND LIABILITY

The prime consultant and any sub-consultants will be independent contractors. The consultant, any sub-consultant, and their employees and agents shall in no way be construed to be employees of the NJTPA.

The prime consultant and any sub-consultants shall assume any and all liability (including attorney's fees and court costs) for their and their employees' or agents' acts or omissions. The Consultant and any sub-consultants shall hold harmless and indemnify the NJTPA and NJIT, the NJTPA's host agency, for any claims to the extent arising as a result of Consultants or sub-consultants' negligent performance or nonperformance under the proposed contract.

The consultant and any sub-consultant shall carry the following insurance:

- Workers Compensation in statutory amounts and Employers Liability Insurance of not less than \$1 million.
- Commercial General Liability with combined single limits for bodily injury and property damage of not less than \$1 million per occurrence and \$3 million aggregate. NJTPA and New Jersey Institute of Technology (NJIT) must be named as additional insured on such policy on a primary and non-contributory basis with a waiver of subrogation.
- Automobile Liability with bodily injury limits of at least \$1 million. NJTPA and NJIT must be named as additional insured on such policy on a primary and non-contributory basis with a waiver of subrogation.
- Consultants' Errors and Omissions, endorsed to include the scope of work included herewith, in amount of not less than \$1 million per claim. Such insurance may be required to be renewed for five years following the completion of the project.
- Cyber Liability in the amount of not less than \$1M.
- Excess Liability of not less than \$1M.

Certificates of Insurance evidencing the above coverages must be submitted to the NJTPA in advance of the commencement of any work, and coverages must be maintained in force throughout the term of the project.