
INSURANCE AND LIABILITY

It's expressly understood that the prime consultant and any subconsultants (otherwise known as "Consultants") herein are independent contractors and that the employees of the Consultants shall in no way be construed to be employees of the NJTPA or NJIT (the NJTPA's host agency).

It is understood that the Consultants shall not be liable for any loss, damage or delay due to any cause beyond their reasonable control including but not limited to acts of government, strikes, lockouts, fire explosion, theft, floods, civil commotion, war, malicious mischief, or act of God. However, the prime consultant shall assume any and all liability (including reasonable attorney's fees and court costs) for negligent acts or omissions by their employees or subconsultants. The Consultants shall hold harmless and indemnify the NJTPA and NJIT, for any claims to the extent arising as a result of the Consultants' negligent performance or nonperformance under the proposed contract.

The Consultants shall procure and maintain, at its own expense, during the entire term of this Agreement, the following types of minimum insurance. Please note that any insurable claims shall not be limited to the minimum insurance limits reflected herein but rather shall be covered to the full policy limits carried by the Consultants. The foregoing statement of insurance requirements shall in no way relieve or limit the Consultants of its obligation to defend, indemnify, and save harmless NJTPA and NJIT, nor shall it relieve the Consultants of any obligation hereunder.

In addition to any Prime Contract flow downs or compliance requirements, the Consultants shall carry the following insurance:

- A. **Commercial General Liability:** Commercial General Liability including personal and advertising injury and products and completed operations with \$1M each occurrence and \$2M general aggregate.
- B. **Commercial Automobile Liability:** If any owned, hired, or non-owned vehicles are being used during this Agreement by Consultants, then Consultants shall carry and maintain commercial automobile liability coverage of at least \$1M combined single limit per accident basis;
- C. **Workers' Compensation & Employer's Liability Coverage:** Applicable and according to the New Jersey statutory limits or meeting the Statutory requirements of the State depending on where the work is to be performed. Employer's Liability at \$1M per employee and each accident;
- D. **Excess or Umbrella Liability:** In the amount of \$3M per occurrence and aggregate. Such insurance shall be considered as broad as or equivalent to the applicable underlying policies or shall be considered a follow form type of policy. Such excess or umbrella liability policy shall be excess of the required underlying schedule of insurance;
- E. **Professional Liability/Errors & Omissions Liability:** Endorsed to include the scope of work included herewith, with a \$2M limit per claim and \$2M in the aggregate for services being provided by Consultants within this Agreement; and
- F. **Cyber Liability (if applicable):** including Network Security, Data Breach, Privacy, and cyber extortion coverage in the amount of not less than \$2M each occurrence and \$2M aggregate. Cyber Liability shall be required if the Consultant has access to any of NJTPA's or NJIT's, personal data, database, systems, Personal Identifiable Information (PII), HIPAA Compliance, Violations, or Personal Health Information (PHI).

- G. **All-Risk Property Insurance (if applicable):** Consultants shall carry property insurance sufficient to cover the full value of any property, equipment, and tools stored or used by the Consultants and others during and throughout this Agreement. The Consultants' property, tools, and equipment are the Consultants' responsibility to insure. Such property insurance to be maintained by the Consultants shall also cover any damages to NJTPA or NJIT property while such property or facility is being used by or is in the care, custody, or control of Consultant during this Agreement.
- H. **Contractor's Pollution Liability (if applicable):** Consultants shall carry Contractor's Pollution Liability in the minimum amount of \$3M for hazardous waste, asbestos abatement, or other related services or work.

Certificates of Insurance evidencing the above coverages must be submitted to the NJTPA and NJIT in advance of the commencement of any work, and coverages must be maintained in force throughout the term of the project for the prime and each subconsultant. NJTPA and NJIT shall be named as additional insureds on a primary and non-contributory basis on each policy of required insurance with a waiver of subrogation (excluding worker's compensation). All insurance policies must be issued by an insurance company authorized to do business in New Jersey. The additional insured, primary and noncontributory, and waiver of subrogation wording must all be shown on the certificate of insurance. The required coverage and limits can be subject to change or adjusted by either NJTPA or NJIT prior to the start of the Agreement or during the term of the agreement. Consultants shall be solely responsible for any deductibles it carries on such policies. Consultants shall provide a renewal certificate of insurance throughout the AGREEMENT period.

The prime consultant shall assure that all subconsultants secure and maintain the same types and amounts of insurance required including compliance with the primary and noncontributory, waiver of subrogation, and additional insured requirements. The prime consultant shall not allow any subconsultant to perform any work on the Project if the subconsultant is not in compliance with these insurance requirements.

Proof of insurance for all consultants will be required prior to execution of the contract agreement.