

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The Consultant shall procure and maintain at its own expense, for the full duration of the Contract unless noted otherwise, liability insurance for damages imposed by law and assumed under Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a proposal in response to the Authority RFQ, the Consultant expressly agrees that any insurance protection required herein or by the Contract shall in no way limit the Consultant's obligations assumed in the Contract and shall not be construed to relieve the Consultant from liability in excess of such coverage nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity. The insurance shall provide the minimum coverages and limits set forth below. Amendments to the Insurance Requirements may be made at the discretion of the Authority.

The Contractor shall not proceed on any work under this Contract until all required insurance coverage is obtained and bound and the appropriate Certificate(s) of Insurance have been approved by the Authority.

A. Workers' Compensation

1. Full benefits under New Jersey Statute.
2. If there is any part of the Work which requires the Contractor or any of the Contractor's personnel or subcontractors or any of the subcontractor's personnel to comply with the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws, or the Federal Employers' Liability Act, the Workers' Compensation policy will provide insurance coverage in a form and with limits which are adequate to comply with these requirements on an actual or 'if any' basis.

B. Employers' Liability

1. \$1,000,000 - Each Accident
2. \$1,000,000 Disease – Each Employee
3. \$1,000,000 Disease – Policy Limit

C. Commercial Automobile Liability

1. Commercial Automobile Liability Insurance in comprehensive form that shall protect the Contractor and anyone who may incur vicarious liability for the conduct of the insured, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles(s) and shall cover operations on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
2. The Combined Single Limit for Bodily Injury and Property Damage Liability shall not be less than \$1,000,000 each accident, or as otherwise required to satisfy the underlying limit requirements of the Contractor's umbrella liability insurance.
3. If hauling contaminants/pollutants, Contractor must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980 and shall include coverage Form MCS-90 and broadened pollution coverage under ISO Form CA 99 48 or equivalent. Alternatively, the broadened pollution coverage requirement may be satisfied through the Contractor's Pollution Insurance if it clearly covers transit risk.

D. Commercial General Liability

1. The policy shall cover all claims for damages for bodily injury, personal injury, including accidental death, as well as from claims for property damage, which may arise out of operations performed in connection with the Contract.
2. The policy should be occurrence based and provide coverage at least as broad as the standard ISO form including coverage against Explosion (X), Subsidence or Collapse (C) & Underground Damage (U). No exclusions or limitations shall exist for work performed by subcontractors.
3. The policy should also include coverage for Contractual Liability related to this contract.
4. Contractor shall maintain liability coverage for Products and Completed Operations for a minimum of five (5) years beyond the duration of the Contract.
5. Limits of Liability shall not be less than:
 1. Bodily Injury and Property Damage Liability, Per Occurrence: \$1,000,000, Annual Aggregate Per Project/Location: \$2,000,000.
 2. Personal and Advertising Injury: \$1,000,000.
 3. Products and Completed Operations Aggregate: \$2,000,000.

E. Professional Liability Insurance -

1. Consultant shall procure, maintain and keep in force at all times during the term of the Contract (or as otherwise agreed to by the Authority), at the Consultant's sole expense, Professional Liability Insurance which covers the Consultant's services rendered under this contract and those rendered by its subcontractors.
2. Whether as an exposure covered by this policy, or as part of a separate policy (with identical terms outlined herein), the policy shall cover loss arising out of environmental liabilities and the disclosure or unauthorized access to confidential information.
3. If the policy is claims-made, coverage retroactive dates shall be no later than the date services were first rendered to the Authority and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of five (5) years following the completion of all services described in this contract.
4. Limits of Liability shall not be less than \$1,000,000 per Claim and Annual Aggregate. Consultant may fulfill this requirement by requiring Subconsultant(s) to obtain and maintain this coverage provided that all specified parties are insured under such policy. Consultant is obligated to advise the Authority in writing of any claims filed against this policy which may impair the Annual Aggregate and cause its Subconsultant to fulfill this requirement if coverage is provided by Subconsultant.

F. Drone Liability Insurance

If applicable to the Work, Contractor or any applicable subcontractors shall maintain unmanned aerial vehicle (i.e. drone) liability insurance with a limit no less than \$1,000,000 each occurrence for bodily injury and property damage liability.

G. Watercraft/Marine Liability Insurance

If applicable to the Work, Contractor or any applicable subcontractors will maintain Watercraft/Marine Liability or Protection & Indemnity (liability) insurance that provides no

less than \$1,000,000 each occurrence for combined liability coverage for bodily injury and property damage. This limit may be met by any combination of primary and excess policies.

- H. Consultant Pollution Liability: Consultant shall maintain Pollution Liability insurance with a limit not less than \$2,000,000 per claim or occurrence and in the aggregate, covering bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs, all arising out of the Work or services performed under this contract. Coverage shall be provided for work performed on-site, under-site, offsite, during transportation, and at any non-owned disposal sites, and shall include coverage for completed operations.

- I. Cybersecurity

Contractor shall obtain and maintain, during and for three years post the term of the Agreement, a Privacy & Cybersecurity Insurance Policy with limits of not less than \$2,000,000 per claim. Such Privacy & Cybersecurity Insurance Policy shall also include but not be limited to cover claims for (1) unauthorized access to or use of computer systems (including personal handheld devices and laptops); (2) loss or disclosure of confidential or Personal Data; (3) loss of digital assets or data; (4) security incidents including ransom or malware; (5) denial or loss of computer service; (6) cyber extortion; (7) unauthorized or wrongful collection of personal information; (8) invasion of privacy; (9) alleged violations of any privacy and data security laws, and (10) regulatory defense and penalties coverage with the insurability of penalties to be determined in accordance with the law that most favors coverage for such penalties and (11) any other claims resulting from unauthorized use or disclosure of Personal Data and related information unintended or otherwise. The Privacy & Cybersecurity Insurance Policy shall (i) be endorsed to name the Authority as additional insured; (ii) be primary and non-contributory with any insurance carried by the Authority; and (iii) be written by insurance companies with ratings of "A:VII" or better in the latest edition of A.M. Best Key Rating Guide. The Contractor shall provide at least thirty (30) days' prior written notice to the Authority if any coverage required hereunder is to be materially changed, reduced or canceled.

Specific Provisions:

1. All policies shall be issued by insurance carriers with an AM Best rating of at least (A) and financial size category of at least VIII and are licensed and authorized to conduct business in the State of New Jersey.
2. All insurance policies shall apply on a primary and noncontributory basis, and with the exceptions of A and B, shall name the following listed entities as additional insureds for both ongoing and completed operations: "The State of New Jersey including the Department of Environmental Protection, the New Jersey Water Supply Authority, and their officers and employees". The contract number, C26031, should also be listed on the certificate of insurance. There should be no cross suits exclusion on the policy.
3. To the fullest extent permitted by law Contractor hereby waives all rights of recovery against the Authority, its officers, agents, or employees for any loss, damage or injury self-insured, insured or required to be insured above including loss related to insufficient limits maintained by Contractor or loss due to deductibles or self-insured retentions maintained by Contractor. Contractor shall also require a waiver of subrogation on all of its insurance

- policies in favor of the parties specified in item 1 above.
4. The Contractor shall submit proof(s) of insurance to the Authority for all insurance required under this section in the form of Certificate(s) of Insurance and shall attach relevant endorsements evidencing the required terms. All the policies of insurance so required to be purchased and maintained (and certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Authority by mail, except for ten (10) days cancellation due to nonpayment of premiums.
 5. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Authority. The Contractor shall be responsible for the payment of any deductible or self-insured retention.
 6. Upon request, Contractor shall furnish the Authority with a complete copy of each policy, including all endorsements, required by the Contract.
 7. The Authority's approval or failure to disapprove insurance furnished by Contractor shall not release or limit Contractor from full responsibility for liability for damage and accidents.
 8. Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Contract shall constitute a material breach of this Contract under which the Authority may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the Authority's interest and pay any and all premiums in connection herewith, and withhold or recover all monies so paid from the Contractor.

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey (including the New Jersey Water Supply Authority, and the Department of Environmental Protection); and any of their departments, divisions, councils, bureaus, or other agencies or subdivisions, as the case may be from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the Project, or through any act or omission on the part of the Contractor or his agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

In any and all claims against the Authority or its employees by any employees of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.