

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage.
- (2) Compare that coverage to the expected scope of the work under this Agreement.
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have, at a minimum, the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) The State of Nebraska, Department of Transportation, must be named as Additional Insured on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation must be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). If the standard pollution exclusion as provided by CG0001 has been amended to include a total or absolute pollution exclusion, please refer to the following section entitled "Pollution Coverage."

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended to include a total or absolute pollution exclusion, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

D. Automobile Liability –

- (1) Limits of at least:
- a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against the LPA and the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the LPA and the State of Nebraska, Department of Transportation, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the state where the project is located.
- (2) Employer's Liability limits:
- a. \$500,000 Each Accident
 - b. \$500,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) The State of Nebraska, Department of Transportation, must be an “Additional Insured”.
- (4) Consultant agrees to waive its rights of recovery against State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation must be added to, or included in, the policy.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best’s Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the State as the certificate holder.

EXHIBIT "E"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS

- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant shall forward any pertinent notice of cancelation or termination to State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier. Notice shall be sent to:
- Nebraska Department of Transportation
Consultant Services – Insurance
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov
- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.