

REVISED----- EXHIBIT A

MANDATORY INSURANCE REQUIREMENT:

COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE

1. INSURANCE REQUIREMENTS

Prior to the execution of this Agreement, the Proposer or their subcontractor shall provide and maintain at their own cost and expense, during the life of the Agreement, insurance against claims for injuries to person(s) and/or damages to property which may arise from, or in connection with, the performance of Work hereunder by the Proposer, its agents, representatives, employees, and/or Subcontractors, as outlined below. The insurance must be kept in full force and effect during the term of this Agreement. The insurance must be evidenced by a certificate of insurance, and if requested by the Authority, the Proposer and/or their Subcontractors shall provide a copy of the insurance policies and endorsements. Proposer's insurance shall be primary. In the case of subcontracted work, the Proposer shall require the Subcontractor or anyone directly or indirectly employed by any of them to procure the same coverage and name both the Authority and the County as additional insureds.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

A minimum limit of liability of **one million dollars (\$1,000,000), two million dollars (\$2,000,000) products and completed operations and two million dollars (\$2,000,000) aggregate per project** single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- a. Contractual Liability
- b. Premises and operations
- c. Independent Contractors
- d. Products and Completed Operations during and for two years following Completion of the work
- e. Personal Injury
- f. Broad Form Property Damage

There shall be no exclusions pertaining to collapse of or damage to any building or structure, damage to underground property, machinery, or injury or damage arising out of blasting or explosions.

3. PROFESSIONAL LIABILITY (Covering Engineering/Design)

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least **five million dollars (\$5,000,000)** per claim and aggregate and a maximum deductible of **twenty-five thousand dollars (\$25,000)**. Proposer agrees to provide a three-year discovery period under this policy.

4. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

4.a. **Umbrella Excess Liability Insurance**

A minimum limit of liability of five million dollars (\$5,000,000) per occurrence and aggregate.

5. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE / ENVIRONMENTAL IMPAIRMENT LIABILITY**

A minimum limit of liability of **ten million dollars (\$10,000,000)**, combined single limit for bodily injury and property damage coverage per occurrence. Such insurance shall cover any gradual, sudden and/or accidental release of toxic or hazardous waste or other hazardous substance requiring monitoring, clean-up or other corrective actions under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Contractor agrees to provide a three-year discovery period under this policy.

If any pollution events, including hazardous material, are encountered during the performance of this Agreement, the Contractor or its subcontractor shall immediately notify the County.

6. **BUILDER'S ALL RISK**

"All-Risk" property insurance upon the entire complete Work in developing the Projects with a limit of coverage at least equal to the full replacement value of the Projects. Such property insurance shall be written on a replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interest of the Authority, the County, and all Subcontractors, including their respective officers, representatives, agents and employees, in the Work and the Project and shall insure against fire, extended coverage and all risk perils (including resultant loss or damage from or as a consequence of faulty materials, workmanship or design).

7. **WORKER'S COMPENSATION**

Meeting all statutory requirements of the State of Maryland Law as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. and with the following minimum Employers' Liability limits:

- ***Bodily Injury by Accident - \$1,000,000 each accident***
- ***Body Injury by Disease - \$1,000,000 policy limits***
- ***Bodily Injury by Disease - \$1,000,000 each employee***

8. PROPERTY INSURANCE

Contractor shall provide property insurance coverage for all Authority-owned and County-owned equipment operated and maintained by **Operator** at the Project Site, the Millersville Landfill site, including coverage for **all risk perils including flood and earthquake** and mechanical breakdown. Coverage shall be provided on a replacement cost basis. The County and the Authority shall be added to the policy as loss payees by endorsement.

9. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and approved by, the Authority. The deductible and/or self-insured retention of the policies shall be wholly the responsibility of the Contractor and/or its Subcontractors.

10. OTHER INSURANCE PROVISIONS

The insurance policies required in the Agreement are to contain, or be endorsed to contain, the following provisions:

a. General Liability Policies

- (1) Policy Cancellation
Sixty (60) days written notice to the Authority of cancellation or material change of any of the policies is required. There will be an exception for non-payment of premium, which is ten days' notice of cancellation.
- (2) The policy(ies) will automatically include and cover all phases of work, equipment persons, etc., which are normally covered while performing Work under this Agreement, whether specifically written therein or not.
- (3) The insurance company(ies) providing insurance coverage as required herein are prohibited from pleading governmental function in the absence of any specific written authority by the Authority or the County.

11. ACCEPTABILITY OF INSURERS

Unless otherwise approved by the Authority, insurance is to be placed with insurers with Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII and must be licensed and approved to do business in the State of Maryland.

If at any time the foregoing policies shall be or become unsatisfactory to the Authority, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Authority, Contractor shall, upon notice to that effect from the Authority, promptly obtain a new policy and shall submit the same to the Authority, with appropriate certificates and endorsements, for approval.

12. VERIFICATION OF COVERAGE

The Contractor and/or its Subcontractors shall furnish the Authority with verification of insurance and endorsements required by this Agreement. The certificates, policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the Authority prior to the commencement of activities associated with this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time, such evidence of insurance shall refer to the Project names and Agreement number.

13. SUBCONTRACTORS

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.