

out of violation of intellectual property rights of Subconsultant or any person or organization for whom Subconsultant is legally liable. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefits acts and shall extend to and include any actions brought by, or in the name of, any employee of Subconsultant or others for whom the Subconsultant is legally liable.

6. Prior to start of the Subconsultant's work, the Subconsultant shall procure and maintain in force, Worker's Compensation Insurance, Professional Liability, Automobile Insurance and Commercial General Liability Insurance. The Consultant, its parent company, affiliated and subsidiary entities, directors, officers and employees, and Owner shall be named as additional insured and provided a waiver of subrogation on Subconsultant's Commercial General Liability Insurance, Umbrella/Excess Liability, and Automobile Insurance on a primary and non-contributory basis. The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured. Additional insured status for any party required to be named as an additional insured will extend to the full limits of liability maintained by the Subconsultant even if those limits are in excess of those required by this Agreement or the Prime Contract.

- 6.1 **Minimum Limits of Liability.** The policies outlined below shall be placed with insurers that are authorized in the jurisdiction in which the project is located and have an A.M. Best rating of at least A- VII. The insurance maintained by the Subconsultant shall be written with limits of liability set forth below or the full per occurrence limits of the policy, whichever is greater:

Type and Limits of Insurance:

Workers Compensation:

Statutory Amount

The Consultant, its parent company, affiliated and subsidiary entities, directors, officers and employees, and Owner shall be provided a waiver of subrogation

Employer's Liability:

\$1,000,000 by disease

\$1,000,000 each accident

\$1,000,000 each employee

Commercial General Liability:

\$1,000,000 each occurrence,

\$2,000,000 general aggregate

Product/Completed Operations:

\$2,000,000 each occurrence

Personal Injury/Advertising Liability:

\$1,000,000

Commercial General Liability coverage shall include coverage XCU, independent contractors and shall include contractual liability coverage as per the ISO CG0001 or its equivalent.

Automobile Liability: \$1,000,000 combined single limit

Subconsultant shall maintain an automobile liability policy that covers all owned, non-owned and hired vehicles with the limit required above.

Umbrella/Excess Liability: \$1,000,000 each occurrence and aggregate on a per project basis

Umbrella/Excess Liability coverage shall be excess of and follow form the General Liability, Auto Liability, and Employer's Liability coverage's.

Professional Liability: \$2,000,000 each claim and annual aggregate

Professional Liability coverage shall cover Subconsultant's negligent acts, errors and omissions to the extent caused by the negligent performance of professional services under this agreement. Professional Liability insurance shall be on a claims-made basis and continuously maintained in full force and effect for the term of this agreement (or an extended reporting period purchased) for a period of five (5) years, or the statue of repose in the jurisdiction of the Project, after the completion of Subconsultant's services under this Agreement. The retroactive date shall be prior to the date the Consultant's professional service commence under this Agreement.

- a. If Geotechnical services are being provided by Subconsultant, or if Subconsultant's operations under this Subconsultant Agreement will include services that may reasonably cause a pollution incident, Subconsultant shall provide Contractor Pollution Liability coverage in an amount not less than \$1,000,000 per claim or per occurrence and annual aggregate. Subconsultant must name Consultant, its parent company, affiliated and subsidiary entities, directors, officers and employees, and Owner shall be named as additional insured on a primary and non-contributory basis.
- b. If aerial surveying or mapping services are being provided by Subconsultant under this Agreement, Subconsultant shall provide Aircraft Hull and liability coverage if Subconsultant owns its own aircraft or Non-owned Aircraft Hull liability coverage if Subconsultant contracts for aircraft services. In either case the coverage amount shall not be less than \$2,000,000 per claim and annual aggregate. Subconsultant must name Consultant, its parent company, affiliated and subsidiary entities, directors, officers and employees, and Owner shall be named as additional insured on a primary and non-contributory basis.
- c. If underwater inspection services are being provided by Subconsultant under this Agreement, Subconsultant shall provide \$2,000,000 combined limits for

Umbrella/Excess coverage. In addition, the Workers Compensation coverage shall contain a waiver of subrogation and have U.S. Longshoreman's & Harbor Worker's and Jones Act endorsements.

- 6.2 Cancellation, Renewal or Modification.** The Subconsultant shall maintain in effect all insurance coverage required under this Agreement at the Subconsultant's sole expense. All policies, with the exception of Professional Liability, shall be maintained while the Subconsultant is working on the project and for three (3) years after completion of the project. All insurance policies shall contain a provision that the coverage's afforded thereunder shall not be cancelled, non-renewed, substituted or materially altered until at least thirty (30) days prior written notice has been given to the Consultant. Certificates of Insurance (ACORD form), shall be filed with the Consultant prior to the commencement of the Subconsultant's Work and within 10 days prior to the renewal of the policies.
7. This Agreement may be terminated upon written notice at Consultant's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination for Consultant's convenience, Consultant shall pay Subconsultant for all Services performed to the extent Owner has paid Consultant. The provisions of Section 5 shall remain in full force and effect following termination or completion of this Agreement.
 8. Subconsultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance which, in all cases, shall meet the applicable professional standards of care. Subconsultant shall also comply with all applicable Prime Contract requirements, including but not limited to agreed-upon schedules for time of performance. Subconsultant has complete and sole responsibility for its employees, agents, other subcontractors or any other persons or entity that Subconsultant hires to perform or assist in performing the Services hereunder. Nothing contained herein shall be construed as constituting any relationship between Consultant and Subconsultant's employees, agents, subcontractors or any other persons for which Subconsultant is responsible. Subconsultant shall not engage independent consultants, associates, or subcontractors to assist in the performance of Subconsultant's Services without the prior written consent of Consultant.
 9. The services provided for in this Agreement are for the sole use and benefit of, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than, Owner, Consultant, and Subconsultant.
 10. Consultant and Subconsultant hereto expressly agree that in the event of a dispute arising between them as to any matter related to this Agreement, and as a condition precedent to the initiation of litigation in a court of competent jurisdiction, the parties shall first, through their authorized senior representatives, personally meet in good faith in an effort to negotiate a mutually acceptable resolution of the dispute. Such meetings shall be