**INSURANCE REQUIREMENT TEMPLATE - CONSULTANTS**

**Insurance.** In conjunction with the execution of this Agreement, Consultant shall provide evidence of worker’s compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Consultant and Consultant’s principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker’s Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance

1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

2. The following additional coverage must apply:
   A. 2013 or later ISO Commercial General Liability Form.
   B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
   C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
   D. Blanket Contractual Liability (included in 1986 or later forms).
   E. Broad Form Property Damage (included in 1986 or later forms).
   F. Severability of Interest (included in 1986 or later forms).
   G. Underground, explosion, and collapse coverage (included in 1986 or later form).
   H. Personal Injury (deleting both contractual and employee exclusions).
   I. Incidental Medical Malpractice.
   J. Sudden and Accidental Pollution Coverage.
   K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
   L. Primary and Non-Contributory wording.
c) Automobile Liability Insurance
   1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage.
   2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
   3. Additional Insured Endorsement
   4. Waiver of Subrogation Endorsement

d) Professional Liability Insurance with limits of $2,000,000 per claim and $4,000,000 in the aggregate.

e) Insurance company must be authorized to do business in the State of Georgia.

f) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and Invest Atlanta.

g) The cancellation provision should provide 30 days’ notice of cancellation (10 days’ notice for cancellation due to non-payment of premium).

h) Insurance Company, except Worker’s Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker’s Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants’ broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

i) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

j) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.

k) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.

l) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which
Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.

m) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).