

**SUPPLEMENTAL AIRPORT  
CONSULTANT GENERAL CONDITIONS**

**Below are revised Section 1.3.3 - “Priority of Conflicting Contract Documents” and revised Section 10 - “Indemnification and Insurance,” to the AIRPORT Consultant General Conditions that became effective on December 1, 2002.**

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**1.3.3 Priority of Conflicting Contract Documents**

If the Consultant discovers any ambiguity, error, omission, conflict, or discrepancy (“ambiguity, etc.”) related to the Contract Documents that may significantly affect the cost, quality, conformity, or timeliness of the work, the Consultant must notify the AIRPORT. In the case of ambiguity, etc., the Parties agree that the following components of the Contract Documents shall control in the following descending order of priority:

- Contract Modification (Most Recent to Least Recent)
- Special Provisions
- Consultant General Conditions
- Scope of Work
- Other Appendices

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**SECTION 10 – INDEMNIFICATION AND INSURANCE**

10.2.2 Additional Insureds

The AIRPORT shall be listed as an additional insured on Commercial General Liability and Railroad Protective Liability insurance policies carried by Consultant that are applicable to the Project.

10.2.3 Certificates of Insurance to AIRPORT

Consultant shall deliver to AIRPORT signed, valid, and enforceable certificates of insurance proving the coverages required by this agreement. Such certificates shall be furnished prior to commencement of Consultant services and whenever said policies are renewed thereafter during the period of the GCA and/or PC.

#### 10.2.4 Commercial General Liability Insurance

The Consultant) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by the AIRPORT, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy shall include products and completed operations as well as contractual liability coverages.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability insurance.

When the work to be performed is adjacent to a railroad, Railroad Protective Liability insurance shall be provided by the Consultant.

#### 10.2.5 Professional Liability

The Consultant shall purchase and maintain a Professional Liability insurance policy for errors and omissions that provides minimum liability coverage of \$500,000.00 per claim and annual aggregate. This policy shall cover negligent acts, errors or omissions by the Consultant arising out of the rendition of services pursuant to the GCA and/or PC. The AIRPORT reserves the right to adjust liability coverage on a project-by-project basis as it deems appropriate.

#### 10.2.6 Automobile Liability

The Consultant shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability under this section shall be \$1,000,000 per occurrence.

#### 10.2.7 Workers' Compensation Insurance

Consultant shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine. When maritime exposures exist, coverage should be arranged to include United States Long Shore and Harbor Workers coverage.

#### 10.2.9 Compliance

The Consultant shall be in compliance with this section provided that Consultant (A) procures coverage under one policy of insurance covering all risks arising out of performance of the General Consultant Agreement and/or Project Contracts or (B) procures separate insurance policies to cover all risks arising out of performance of the General Consultant Agreement and/or Project Contract. In either case, a Certificate of Insurance must be filed for each policy indicating that all required insurance has been obtained.