

EL PASO COUNTY COLORADO



INSURANCE CHECKLIST

CONTRACT NUMBER: 21-111
SUBJECT MATTER: Civil Engineering Design Services for Eastonville Road Corridor
COUNTY DEPARTMENT: DPW

Insurance items checked below have been identified as necessary requirements for this Contractor per the desired scope of work. Use a second page for the waiver justification if any.

| Insurance Item: | Required | Waived |
|---|----------|----------|
| CONTRACTOR shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section and per APPENDIX C at all times during the term of this CONTRACT . All insurance policies required by this CONTRACT shall be issued by insurance companies as approved by the County. | X | |
| Workers' Compensation: Workers' compensation insurance as required by state statute, and employers' liability insurance covering all CONTRACTOR or Subcontractor employees acting within the course and scope of their employment. | X | |
| General Liability: Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 damage to premises rented to you – any one premises. | X | |
| Automobile Liability: Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. | X | |
| Umbrella Liability Insurance: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over CONTRACTOR'S primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: \$1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of COUNTY . | X | |
| Protected Information: If CONTRACTOR'S scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, CONTRACTOR shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 each occurrence; and \$2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of COUNTY | | X |
| Pollution Liability: If CONTRACTOR'S scope of work includes any pollution liability exposure, CONTRACTOR must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than \$1,000,000 each occurrence and aggregate. | | X |
| Professional Liability Insurance: If CONTRACTOR'S scope of work includes the performance of professional services, CONTRACTOR shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: \$1,000,000 each claim; and \$1,000,000 general aggregate. | X | |
| Crime Insurance: If CONTRACTOR'S scope of work includes CONTRACTOR or CONTRACTOR'S employees' involvement with money or securities of COUNTY , CONTRACTOR shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the CONTRACTOR , in an amount of not less than \$1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list COUNTY as a loss payee | | X |
| Subrogation Waiver: All insurance policies secured or maintained by CONTRACTOR in relation to this CONTRACT shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the COUNTY , its agencies, institutions, organizations, officers, agents, employees, and volunteers. | X | |
| Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief and other hazards included in a standard Extended Coverage Endorsement. | | X |