



Insurance Requirements

Consultant shall obtain and maintain, and ensure that each Sub Consultant shall obtain and maintain, insurance as specified in this section 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 State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Consultant or Sub Consultant employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. 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.

D. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 per claim; and
- ii. \$1,000,000 general aggregate.

E. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Consultant and Sub Consultants.

F. Primacy of Coverage

Coverage required of Consultant and each Sub Consultant shall be primary over any insurance or self-insurance program carried by Consultant or the State.

G. Cancellation



The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Consultant and Consultant shall forward such notice to the State in accordance with §14 within seven days of Consultant's receipt of such notice.

H. Subrogation Waiver

All insurance policies secured or maintained by Consultant or its Sub Consultants in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Consultant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

I. Public Entities

If Consultant is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Consultant shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Sub Consultant is a public entity within the meaning of the GIA, Consultant shall ensure that the Sub Consultant maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Sub Consultant's obligations under the GIA.

J. Certificates

Consultant shall provide to the State certificates evidencing Consultant's insurance coverage required in this Contract within seven Business Days following the Effective Date. Consultant shall provide to the State certificates evidencing Sub Consultant insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Consultant's subcontract is not in effect as of the Effective Date, Consultant shall provide to the State certificates showing Sub Consultant insurance coverage required under this Contract within seven Business Days following Consultant's execution of the subcontract. No later than 15 days before the expiration date of Consultant's or any Sub Consultant's coverage, Consultant shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Consultant shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.