

Appendix C Insurance Requirements

The Contractor shall procure insurance, as detailed below, and provide a Certificate of Insurance and endorsements listing the Fiscal Entity as an additional insured. The limits cited below are minimum limits. The Fiscal Entity does not intend that these limits define what constitutes adequate insurance coverage. The insurance coverage required in no way limits the Contractor's liability under this Agreement.

The Contractor may purchase an umbrella or excess policy to secure these limits. Any umbrella or excess insurance must follow form equal to or broader in coverage than the underlying insurance requirements, including but not limited to additional insurance endorsement.

1. Minimum Scope and Limits:

- a. General Liability – Occurrence Form: The Policy must include the following (including coverage for drone usage as applicable):
 1. Personal and Bodily Injury: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate),
 2. Property Damage: \$2,000,000 each occurrence (annual aggregate),
 3. Products – Completed Operations Aggregate: \$1,000,000. Products and completed operations coverage must be maintained for three (3) years after completion of design,
 4. Personal and Advertising Injury: \$1,000,000,
 5. Blanket Contractual Liability – Written and Oral: \$1,000,000,
 6. Damage to Rented Premises: \$50,000, and
 7. Each Occurrence: \$1,000,000

- b. Business Automobile Liability: The Policy must cover all vehicles, owned, hired and/or non-owned used in the performance of this Agreement.
 1. Personal and Bodily Injury: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate) and
 2. Property Damage: \$2,000,000 each occurrence (annual aggregate)

- c. Professional Liability (Errors and Omissions):
 1. Each Claim, \$1,000,000 and
 2. Annual Aggregate, \$2,000,000 In the event that the professional liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed. RFP FY 22

- d. Workers Compensation and Employers Liability:
 1. Workers Compensation: Comply with statutory requirements, as amended, under the New Mexico Worker's Compensation Act (NMSA 1978, Sections 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, Sections 52- 3-1 et seq.).
 2. Employers' Liability: (a) Each Accident: \$1,000,000, (b) Disease – Each Employee: \$1,000,000, and (c) Disease – Policy Limit: \$1,000,000

 - e. Aircraft Liability – Per Occurrence Form (if applicable): If the Contractor or its subcontractor will be using aircraft to perform any portion of this Agreement, then aircraft liability must be provided. The policy must include bodily injury, property damage, personal injury and broad form contractual liability.
 1. Products – Completed Operations Aggregate: \$1,000,000,
 2. Personal and Advertising Injury: \$1,000,000,
 3. Hangarkeepers Liability: \$1,000,000,
 4. Per Seat Limit: \$1,000,000,
 5. Blanket Contractual Liability – written and oral: \$1,000,000,
 6. Fire Legal Liability: \$50,000, and
 7. Each Occurrence: \$5,000,000

 - f. Valuable Papers Coverage: Valuable papers insurance must be included in the policy for a minimum of \$25,000 or in a higher amount sufficient assure the restoration of any document, memoranda, plans, specifications, drawings, media, computer files, data or other information related to the work of the Contractor in the completion of this Agreement.
2. Additional Insured: The General, Automobile and Aircraft Liability policies must name the Fiscal Entity as an additional insured. The form must conform to the most current version of the Insurance Services Office's CG 2010, Additional Insured Endorsement Form. The Certificate of Insurance must state that the coverage provided under each policy is primary over any other valid and collectible insurance. Such additional insured must be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Agreement.

 3. Certificate of Insurance and Endorsements: The Contractor shall provide a Certificate of Insurance and endorsements listing the Fiscal Entity as an additional insured evidencing the above insurance before the Fiscal Entity issues a Notice to Proceed. The Certificate of Insurance and endorsements listing the Fiscal Entity as an additional insured must be made part of this Agreement. The Contractor shall provide a Certificate of Insurance and endorsements listing the Fiscal Entity as an additional insured to the Fiscal Entity on renewal of a policy or policies as necessary during the term of the Agreement.