# ATTACHMENT A

**INSURANCE CHECKLIST**

**SOLICITATION NUMBER:** **RFP-25-063**

**TITLE OF SOLICITATION: Fox Run Regional Park Pond and Gazebo Renovation**

**Insurance items checked below have been identified as necessary requirements for this Contractor per the desired scope of work. EL PASO COUNTY AND BOARD OF COUNTY COMMISSIONERS SHALL BE NAMED AS ADDITIONAL INSURED ON ALL RELEVANT POLICIES.**

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| **Insurance Item:** | **Required** | **Waived** |
| Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified belowat 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.  Employers’ Liability with minimum limits as follows: $1,000,000 bodily injury for each accident, $1,000,000 each employee for disease, $1,000,000 disease aggregate. **Coverage shall include a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **X** |  |
| **Commercial 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; $2,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 damage to premises rented to you – any one premises. **Coverage shall include** **Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **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. **Coverage shall include Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **X** |  |
| **Subrogation Waiver:** **(When required)** 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 Board of County Commissioners, El Paso County, its agencies, institutions, organizations, officers, agents, employees, and volunteers. | **X** |  |
| **Garagekeepers Coverage:** Garagekeepers coverage for loss to vehicles in the Contractors custody for servicing or storage with a minimum limit of $500,000 for each loss. **Coverage shall list El Paso County and Board of County Commissioners as a loss payee.** |  | **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. **Coverage shall include Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **X** |  |
| **Cyber Liability:** If Contractor’s scope of work will include access to Protected Information/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 a limit liability no less than $1,000,000 each occurrence and aggregate. **Coverage shall include Additional Insured Endorsement in favor of El Paso County and Board of County Commissioners** |  | **X** |
| **Malpractice Insurance:** Professionals to include: physicians, nurses, psychologists, etc. If Contractor’s scope of work includes the performance of professional services providing healthcare or mental health services, Contractor shall provide and maintain, for the statute of repose, Malpractice insurance covering any damages or allegations of negligence, error, or omissions in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. **Coverage shall include Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** |  | **X** |
| **Professional Liability Insurance:** Professionals to include: Architects, Engineers, Construction Managers, IT Consultants/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc.. 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 errors, omissions, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 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. **Coverage shall list El Paso County and Board of County Commissioners as a loss payee.** |  | **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. **Coverage shall list El Paso County and Board of County Commissioners as a loss payee.** | **X** |  |