

DPS Insurance Requirements

General Provisions

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage.

Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement.

Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better.

Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to the District in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal or reduction in limits to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

Deductibles or Self-Insured Retentions: If any policy is in excess of a deductible or self-insured retention, the Contractor must notify the District. Contractor shall be responsible for the payment of any deductible or self insured retention.

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limits, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Proof of Insurance: Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement. The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.

Subcontractors and Subconsultants: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor

shall include all such Subcontractors as Additional Insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages.

Insurance Coverage and Limits

Workers' Compensation/Employer's Liability: Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

Contractor expressly represents to the District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

Business Automobile Liability: Contractor shall maintain Business Automobile Liability coverage with limits of at least \$1,000,000 each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

Commercial General Liability: Contractor shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Professional Liability – Errors & Omissions (if applicable): Contractor shall maintain Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Excess/Umbrella Liability: Contractor shall maintain Excess or Umbrella Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

Builder's Risk and/or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis, including but not limited to coverage for soft costs, flood and earth movement (if in a flood or quake zone), and, if applicable, equipment breakdown coverage including testing. The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, shall be an Additional Named Insured (or Loss Payee) under the policy. The Trustee (if applicable) shall be an Additional Named Insured and/or Loss Payee under the policy as their interest may appear pursuant to a lenders loss payable clause. The policies shall contain a waiver of subrogation by the issuer of such policies with respect to the District and the Trustee (if applicable), and their respective officers, agents and employees while acting within the scope of their employment. Policy shall remain in force until final acceptance of the project by the District.

Contractors Pollution Liability (if applicable): Contractor shall maintain Contractors Pollution Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate. The policy shall include but not be limited to bodily injury; property damage including loss of use of damaged property; contractual liability; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs.

Riggers Liability (if applicable): Contractor shall maintain Riggers Liability coverage with limits of at least \$1,000,000 for each occurrence and \$2,000,000 policy aggregate. In lieu of a separate policy, a Riggers Liability endorsement can be attached to the Commercial General Liability policy that modifies or deletes the “care, custody or control” exclusion.

Sexual Abuse, Molestation or Misconduct: Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$100,000.

Commercial Crime: Contractor shall maintain Commercial Crime coverage with limits of at least \$1,000,000. Coverage shall include but not be limited to theft of District's money, securities or valuable property by Contractor's employees (including any extended definition of employee). The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

Aircraft Liability – Aircraft or Drone use (if applicable): Contractor shall maintain Aircraft Liability insurance covering all manned and/or unmanned aircraft used in the performance of the work with limits of at least \$1,000,000 single limit.

Liquor Legal Liability (if applicable): Contractor shall maintain Liquor Legal Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 policy aggregate.

Garagekeepers Liability (if applicable): Contractor shall maintain Garagekeepers Liability coverage with limits of at least \$1,000,000 aggregate.

The following three types of required insurance coverages may be met with separate policies or a combination of these coverages under one policy. If in a combined policy, the combined policy form shall include minimum limits of at least \$3,000,000 each occurrence and in the aggregate.

Cyber/Network Security & Privacy Liability: Contractor shall maintain Cyber/Network Security & Privacy Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to, coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Technology Errors & Omissions (if applicable): Contractor shall maintain Technology Errors & Omissions Liability coverage with limits of at least \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall include, but not be limited to Network Security, Privacy Liability and Product Failure.

Media Professional Liability (if applicable): Contractor shall maintain Media Professional Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

Other Insurance Provisions

Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, Pollution Liability (if applicable) and Riggers Liability (if applicable), Cyber/Network Security and Privacy Liability (if applicable), Aircraft Liability (if applicable), and Liquor Legal Liability (if applicable), Contractor's insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives and agents as Additional Insureds.

Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer (s) shall waive subrogation rights against the District.

Primary Coverage: For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage or self-insurance maintained by the District.

Claims Made Policies: For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District, whichever is earlier.

Additional Provisions: Defense costs are outside the limits of liability. Policies must contain a severability of interests or separation of insureds provision (no insured versus insured exclusion). The Commercial General Liability coverage must provide that this is an Insured Contract under the policy.