The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (**$1,000,000.00)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be no less than two million dollars (**$2,000,000.00**) aggregate.
2. **Automobile Liability:** Automobile Liability insurance covering, Symbol 1 (any auto), or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury (or death) and property damage.
3. **Workers’ Compensation** insurance as required by the State of Texas, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

***(Not required if Consultant provides written verification it has no employees)***

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.
2. **Excess Umbrella Liability Insurance** in the amount of **$5,000,000.**

If the Consultant maintains higher limits than the minimums shown above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

**The Owner, its officers, officials, employees, and volunteers are to be covered as additional insured** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

***Notice of Cancellation***

Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following words verbatim:

“It is agreed that this insurance will not be canceled, without at least thirty (30) day’s advance written notice [ten (10) days for non-payment of premium] sent by certified mail, return receipt requested to:

University Medical Center of El Paso

4815 Alameda Avenue

El Paso, TX 79905

Attn: Maria Zampini, COO”

***Waiver of Subrogation***

Consultant hereby grants to Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Owner. The Owner may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Owner.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Owner is an additional insured on insurance required from subcontractors.

***Special Risk or Circumstances***

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.