**INSURANCE SCHEDULE**

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis. Policy shall include bodily injury, property damage and broad form contractual liability coverage. Premises definition to include any premises incidental to the Insured’s Operations

1. **General Liability– Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

Minimum Requirements:

• General Aggregate $2,000,000

• Products – Completed Operations Aggregate $1,000,000

• Personal and Advertising Injury $1,000,000

• Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Department of Wildlife, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

1. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Department of Wildlife, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
2. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident $100,000

Disease – Each Employee $100,000

Disease – Policy Limit $500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

1. **Builders' Risk Insurance or Installation Floater**

**(including replacement cost for materials/equipment owned by State held and, in the care, custody and control of contractor.)**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

1. The State of Nevada, Department (Division) of \_\_\_\_\_\_\_\_\_\_\_, the Contractor and subcontractors, shall be Insureds on the policy.
2. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.

e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

f. Policy shall contain a waiver of subrogation against the State of Nevada.

g. Contractor is responsible for the payment of all policy deductibles.

**Additional required Coverage if Contractor (or sub-contractor) utilizes aviation assets in performance of the work under this contract**.

1. **Aviation General Liability– Occurrence Form**

* Per Occurrence $10,000,000
* Products/Completed Operations $10,000,000
  1. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Department of Wildlife, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

1. **Aviation Liability – Occurrence Form (to include aviation operations and coverage for aircraft and equipment used in performance of the contract.)**

* Per Occurrence $10,000,000
* Hull/equipment Coverage replacement cost

1. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Department of Wildlife, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
2. Policy shall contain a waiver of subrogation against the State of Nevada.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the State’s designee listed on page one of this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf*.*

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the State’s designee listed on page one of this contract.The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**.**

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General’s Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.