

**INSURANCE REQUIREMENTS**

**RFP-5293-23-KF “Pool Naming Rights and Therapy Provider for the New Upcoming City of Grand Junction, CO Community Recreation Center (CRC)”**

- 1.1. Insurance Requirements:** The selected Organization shall procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other obligations assumed by the Organization pursuant to the License Agreement and all renewals thereof. Such insurance shall be in addition to any other insurance requirements imposed by the License Agreement and/or by law. The Organization shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the License Agreement by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The Organization shall procure and maintain and, if applicable, shall cause any subcontractor of the Organization to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Organization pursuant to the License Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Medical Malpractice Liability coverage with limits of  
FIVE MILLION (\$5,000,000) each occurrence and  
FIVE MILLION (\$5,000,000) aggregate

(b) Worker Compensation: The Organization shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.

(c) General Liability insurance with minimum combined single limits of:  
FIVE MILLION DOLLARS (\$5,000,000) each occurrence and  
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

(d) Umbrella/excess Professional and General Liability & Errors and Omissions Insurance policy with a minimum of:

TWO MILLION DOLLARS (\$2,000,000) per claim and  
TWO MILLION DOLLARS (\$2,000,000) aggregate

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

(e) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of the Organization's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services. The policy shall contain a severability of interest provision.

(f) Technology-related errors and omissions liability and cyber-liability coverage with limits of

FIVE MILLION (\$5,000,000) each occurrence and  
FIVE MILLION (\$5,000,000) aggregate

(g) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly

**1.2. Additional Insured Endorsement:** The policies required by paragraphs (c), and (e) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers are included as *Additional Insureds*. Every required policy shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Organization. The Organization shall be solely responsible for any deductible losses under any policy required above.

**1.3. Certificate of Insurance:** The Organization shall provide to the City an ACORD form "*Certificate of Insurance*" evidencing required coverage for the terms of the License Agreement. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the term of the Therapy Clinic License Agreement.