

## **INSURANCE REQUIREMENTS**

### **CERTIFICATES OF INSURANCE:**

The Contractor shall furnish the Owner one copy each of Certificates of Insurance herein required for each copy of the Agreement, showing coverage, limits of liability, covered operations, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of The University of New Mexico, The University of New Mexico, its agents, servants and employees are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

### **COMPENSATION INSURANCE:**

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation insurance as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

### **CONTRACTOR'S PUBLIC LIABILITY INSURANCE:**

The contractor shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 2008 (ref: Section 41-4-19) are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total minimum liability of \$1,000,000 per occurrence.(ref: Section 41-4-28).

### **CONTRACTOR'S VEHICLE LIABILITY INBURANCE:**

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions and renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$200,000 Each Occurrence

### **SUBCONTRACTOR'S AND SUB SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:**

The Contractor shall either:

1. Require each subcontractor or sub subcontractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

### **GENERAL:**

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.