



### **Insurance Requirements**

The successful company **must** carry and maintain in full force and effect for the duration of this agreement, or within the period of the year that services are rendered, and any supplements thereto, the insurance specified in This Appendix.

Insurance requirements may be altered or waived by the Commission as it deems necessary.

The company and all subcontractors **must** at all times during the term of the contract maintain, at its expense, the following minimum levels and types of insurance:

1. **Commercial General Liability** (including, without limitation, Contractual Liability, Personal and Advertising Injury, Independent Contractors, and Products/Completed Operations coverage written on an “occurrence”, not “claims made” basis): one million dollars (\$1,000,000) combined single limit.
2. **Professional Liability** will have a limit of not less than one million dollars (\$1,000,000) for each claim and not less than two million dollars (\$2,000,000) in the aggregate including defense costs for the company’s and/or its subcontractors’ negligent acts, errors, or omissions in performing professional services for the Commission for this contract. At a minimum, Professional Liability coverage **must** extend throughout the period of installation and the contractor’s warranty period following acceptance of the completed program.
3. **Worker’s Compensation and Employers Liability** with the limits in accordance with the laws of the state of Arkansas and **must** include a voluntary compensation endorsement. The employer’s liability limits **must** be:
  - a. Bodily Injury by Accident - \$1,000,000 Each Accident
  - b. Bodily by Disease – \$1,000,000 Policy Limit
  - c. Bodily by Disease - \$1,000,000 Each Employee
4. **Business Automobile Liability** **must** be provided in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability and must include: Owned, Non-Owned, and Hired vehicles.

**Certificate of Insurance must contain language stating “written notice of cancellation must not be less than 30 days”.**

Any self-insured retention is subject to Commission approval. Prior to commencement of the contract term, upon approval of this agreement or upon request of the Commission, Company **must** provide proof of insurance in the form of a policy or Certificate of Insurance indicating that all required insurance is in full force and effect. The insurance required **must** be primary and not secondary to any other insurance policy or policies.

The Commission prefers that all Diverse companies carry the coverage outlined above in amounts suitable for the work being performed by the W/M/DBE/SBA8(a). However, the Commission recognizes that there may be valid circumstances where such coverage is not feasible. Therefore, the Commission reserves the right to analyze the services of the W/M/DBE/SBA8(a) and require or waive any insurance requirements as it deems necessary.

**Upon selection, and as requested by the Clinton National Airport, an ACORD© form must be provided with the limits required above in the name of the Company.**

**DO NOT list the Airport or Airport Commission as additional insured.**