GENERAL INSURANCE REQUIREMENTS

<u>The Contractor shall not commence work under the contract until they have obtained all the</u> <u>insurance described below and the State of Minnesota has approved such insurance. All policies shall</u> <u>remain in force and effect throughout the term of the Contract.</u>

POLICY REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B Employers Liability with limits of not less than: \$100,000 Bodily Injury by Disease per Employee \$500,000 Bodily Injury by Disease Aggregate \$100,000 Bodily Injury by Accident

2. Automobile Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 Per Occurrence Bodily Injury and Property Damage Combined Single Limit
 - **B.** Coverages:
 - X Owned Automobile
 - X Non-owned Automobile
 - X Hired Automobile

3. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 Per Occurrence
 - \$2,000,000 Annual Aggregate

\$2,000,000 – Annual Aggregate applying to Products/Completed Operations B. Coverages:

D. Coverages. V Promises and Oneration

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

<u>X</u> Blanket Contractual

<u>X</u> Products and Completed Operations

X Other; if applicable, please list_

<u>X</u> State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

4. Professional Liability/Miscellaneous Liability Insurance

Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in the contract.

A. Minimum Limits of Liability:

\$2,000,000 – Per claim or event

\$2,000,000 – Annual Aggregate

B. Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the approval of the State.

C. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract.

D. The Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Additional Insurance Conditions

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the contractor's performance under this contract.
- Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the state of Minnesota
- Contractor is responsible for payment of contract related insurance premiums and deductibles.
- If Contractor is self-insured, a Certification of Self-Insurance must be attached.
- Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4. above.
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract

Last update: February 1, 2012