

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**General Insurance Requirements for Contractors & Vendors**

**Certificate of Liability Insurance, Form ACORD25:**

Following are the insurance requirements of the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, hereinafter called "MnSCU."

CONTRACTOR shall not commence Work under the AGREEMENT until it has obtained all insurance required herein and such insurance has been reviewed by MnSCU. Certificates shall be on Form ACORD25.

CONTRACTOR shall procure and maintain, for the life of the AGREEMENT, or for as long as required herein, insurance policies, including any amendments or additional insurance required as follows:

- 1. Workers' Compensation Insurance:** The CONTRACTOR shall provide Workers' Compensation insurance for all CONTRACTOR employees and, in case any Work is subcontracted, the CONTRACTOR shall require the Subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, and including:
  - a. Coverage B, Employers Liability, at limits of not less than \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease aggregate; and \$100,000 bodily injury by accident.
  - b. Coverage C. All States coverage.
  - c. If applicable, USL&H, Maritime, Voluntary, and Foreign coverage.

Evidence of Subcontractors insurance shall be filed with the CONTRACTOR.

- 2. Commercial General Liability:** The CONTRACTOR shall maintain insurance protecting the CONTRACTOR from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operating under this AGREEMENT whether such operations be by CONTRACTOR, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this AGREEMENT. Unless otherwise specified within this AGREEMENT, the CONTRACTOR's insurance minimum amounts will be as follows:

\$2,000,000 - per occurrence  
\$2,000,000 - annual aggregate applying per project or location  
\$2,000,000 – annual aggregate applying to Product/Completed Operations  
\$50,000 – Fire Damage (any one fire)  
\$5,000 – Medical Expense (any one person)

In addition, the following coverages shall be included:

- Premise and Operations Bodily Injury and Property Damage
- Personal Injury and Advertising Injury

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**General Insurance Requirements for Contractors & Vendors**

- Products and Completed Operations Liability, to be maintained for at least three (3) years after completion of the Work under this AGREEMENT.
- Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent
- Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 04 13 or equivalent
- Independent Contractors (let or sublet work)
- Waiver of Subrogation in favor of MnSCU
- Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the Board of Trustees of Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents, as Additional Insured, to the extent permitted by law, for claims arising out of the CONTRACTOR's negligence or the negligence of those for whom the CONTRACTOR is responsible for both ongoing and completed operations, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent.

**3. Business Automobile Liability:** The CONTRACTOR will be required to maintain insurance protecting the CONTRACTOR from claims for damages for bodily injury, as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos, which may arise from operations under the AGREEMENT, and in case any Work is subcontracted, the CONTRACTOR will require the Subcontractor to provide Commercial Automobile Liability. Unless otherwise specified within this AGREEMENT, the CONTRACTOR's insurance minimum amounts shall be as follows:

\$2,000,000 - per occurrence Combined Single limit for Bodily Injury and Property Damage.

The following coverages should be included:

Owned, Hired and Non-owned

**4. Professional Liability Design Errors and Omissions** (if applicable): If MnSCU specifies that the CONTRACTOR, provide design-related services, and the CONTRACTOR provides such services with its employees, the CONTRACTOR shall maintain insurance covering negligent acts, errors or omissions arising out of the performance of such professional services included in the Contract Documents. Additionally, the CONTRACTOR shall require its architectural and engineering subconsultants, if any, to maintain professional liability insurance. All such insurance shall be maintained for a minimum period of five (5) years following Substantial Completion or earlier termination of the AGREEMENT. Unless otherwise specified, the insurance minimum amounts shall be as follows:

Minimum limit liability of \$2,000,000 per claim, \$2,000,000 annual aggregate  
Deductible not to exceed \$50,000 (if in excess, submit certified financial statement)

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**General Insurance Requirements for Contractors & Vendors**

If the policy is claims made, it shall contain the following language:

Prior acts or retroactive date of such coverage shall not be after the effective date of this AGREEMENT.

Automatic or extended discovery provisions of five (5) years following completion or earlier termination of the Project.

5. **Property Insurance: Builder's Risk:** The CONTRACTOR shall be responsible to purchase and maintain an "All Risk" or equivalent Builder's Risk policy insuring the interest of MnSCU, it's Consultants, CONTRACTOR, and Subcontractor of all tiers. Coverage on an "All Risk" or equivalent basis shall include the perils of flood, earthquake, and pollution clean-up expense.
- a. The Builder's Risk policy will cover all materials, supplies and equipment that are intended for construction of and specific installation in the Project while such materials, suppliers and equipment are located at the Project site, in transit, and while temporarily located away from the Project Site for the purpose of repair, adjustment or storage at the risk of one of the insured parties.
  - b. Any property not covered by the Builder's Risk policy, such as the CONTRACTOR's or any Subcontractor's licensed motor vehicles or personal property, including job trailers, machinery, tools, equipment, and property of a similar nature not destined to become a part of the Project, shall be the CONTRACTOR 's responsibility, and the CONTRACTOR may self-insure or provide other insurance at its option for the same.
  - c. Waiver of Liability: Absent MnSCU or Architect negligence or breach of a specific contractual duty specifically and logically related to the damage or loss, MnSCU or Architect will not be responsible for loss or damage to property of any kind owned or leased by the CONTRACTOR, the CONTRACTOR's Subcontractors of all tiers, and/or the CONTRACTOR's/Subcontractor's employees, servants, or agents.
  - d. Waivers of Subrogation: To the extent that loss or damage to property, materials, supplies and equipment is covered by insurance, MnSCU, MnSCU's Consultants of all tiers, the CONTRACTOR and the CONTRACTOR's Subcontractors of all tiers waive all rights against each other and against the Architect and the Architect's subcontractors of all tiers for loss or damage to said property, material, supplies and equipment. MnSCU shall require a conforming agreement from the Architect and the Architect's subcontractors of all tiers to waive rights against MnSCU and CONTRACTOR and their respective consultants and subcontractors of all tiers. The insurance policies providing the coverage referred to herein shall provide such waivers of subrogation by endorsement or otherwise.
  - e. All losses and claims shall be immediately reported to MnSCU and applicable insurance carrier.
  - f. Any loss, insured under paragraph 5. is to be adjusted with the CONTRACTOR and made payable to the CONTRACTOR as trustee for all insured parties, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The CONTRACTOR shall pay MnSCU a just share of any insurance moneys received by the CONTRACTOR, and by appropriate agreement, written where legally required for validity, the CONTRACTOR shall make payments to the Subcontractors and lower tiered subcontractors in similar manner.

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## General Insurance Requirements for Contractors & Vendors

- g. The CONTRACTOR shall be responsible for payment of insurance deductible at each and every loss occurrence. The CONTRACTOR may self insure or obtain insurance to cover any losses at it option. The CONTRACTOR's insurance carrier will be responsible for and pay the amount of any insured loss occurrence above any deductible amounts specified herein, up to the Builder's Risk policy limit as it may be applied to any loss under the AGREEMENT.
- h. Partial occupancy or use shall not commence until the insurance company or companies or self-insurer providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.
- i. MnSCU shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the boiler and machinery interest of MnSCU.
- j. MnSCU, at their option, may purchase and maintain such insurance as will insure them against loss of use of their property due to fire or other hazards, however caused.

### **Additional Insurance Conditions:**

- CONTRACTOR's policy(ies) shall be primary and non-contributory to any other valid and collectible insurances available to the State of Minnesota and the Board of Trustees of the Minnesota State Colleges and Universities, to include the Project's College or University, with respect to any claim arising out of this AGREEMENT.
- Insurance companies shall have an "AM BEST" rating of A- (minus) and a Financial Size Category of VII or better, and shall be authorized to do business in the state of Minnesota.
- Insurance companies may not waive their rights to assert the immunity of MnSCU as a defense to any claims arising out of this AGREEMENT.
- CONTRACTOR is responsible for payment of contract related insurance premiums and deductibles.
- If CONTRACTOR is self-insured for its obligation under the Worker's Compensation Statutes in the jurisdiction where the Project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

The above establishes minimum insurance requirements. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional insurance that may be needed in connection with this AGREEMENT.

- Certificates of Insurance acceptable to the MnSCU shall be submitted prior to commencement of the Work under this AGREEMENT. Such Certificates and the insurance policies required shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advanced written notice to MnSCU. In the event of any cancellation, non-renewal, reduction or material change of any policies, thirty (30) days written notice shall be given to MnSCU.

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**General Insurance Requirements for Contractors & Vendors**

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the Minnesota State Colleges and Universities 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 canceled without at least thirty (30) days advance written notice to the Minnesota State Colleges and Universities.
- Upon written request of MnSCU, the CONTRACTOR shall provide a true copy of any policy, and endorsement thereof, that is part of this AGREEMENT.
- The failure of MnSCU to obtain Certificate(s) of Insurance, for the policy(ies) required as described herein or renewals thereof, shall not constitute a waiver by MnSCU to the CONTRACTOR to provide such insurance.
- Obtain insurance policies to immediately terminate the AGREEMENT if the CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the CONTRACTOR. All insurance policies must be open to inspection by MnSCU, and copies of policies shall be submitted to MnSCU's authorized representative upon written request.

**6. Hold Harmless and Indemnification:** The CONTRACTOR shall indemnify and hold harmless the Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, the State of Minnesota, officers and employees of the State of Minnesota, the Architect, Architect's consultants, and agents, and employees of any of them from and against all claims, damages, loss or expense (1) in attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or liability which would otherwise exist as to any party or person described in this paragraph.