

## STATE OF COLORADO CONSTRUCTION INSURANCE REQUIREMENTS

- A. Vendor shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:
1. **Workers' Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
  2. **Commercial General Liability Insurance** written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
    - a. \$2,000,000 general aggregate;
    - b. \$2,000,000 products and completed operations aggregate
    - c. \$1,000,000 each occurrence, and;
    - d. \$1,000,000 personal injury

If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
  3. **Automobile Liability and Business Auto Liability Insurance** covering **any** auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident (combined single limit).
  4. **Professional Liability Insurance** with minimum limits of liability of not less than \$(dependent on job) **\*Required for Abatement Contractors\***.
  5. **Umbrella Liability Insurance** (for projects exceeding \$10,000,000.00) as follows:
    - a. \$5,000,000 each occurrence
    - b. \$5,000,000 Aggregate
  6. **Builder's Risk Insurance** (unless the State elects to provide for projects with a completed value of less than \$1,000,000) the Contractor shall purchase and maintain "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Subcontractors in the Project as named insureds.
  7. **Pollution Liability Insurance** in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Contractor/Contractor if Contractor is providing directly or indirectly work with pollution/ environmental hazards. Policy must include contractual liability coverage. **\*Required for Abatement Contractors\***
- B. **The State of Colorado and the Auraria Higher Education Center shall be named as additional insured on the Commercial General Liability, Umbrella Liability (if applicable) and Pollution Liability (if applicable) insurance policies** (leases and construction contracts will require the additional insured coverage for ongoing and completed operations and endorsements CG2010 10/01, and CG 2037 10/01, or equivalent as permitted by law).
- C. **Coverage required of the contract must be primary and non-contributory over any insurance or self-insurance program carried by the State of Colorado.**
- D. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail, except for lack of payment which requires 10 day notice.
- E. **The contractor will require all Commercial General Liability, Umbrella Liability (if applicable), Builders Risk (if applicable), Auto Liability, and Workers' Compensation insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, it's agencies, institutions, organizations, officers, agents, employees and volunteers.**

- F. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- G. The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provision of this section.
- H. Notwithstanding subsection A of this section, if the contract is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et. seq., as amended (Act”), the contractor shall at all times during the term of this contract maintain only such liability insurance by commercial policy or self-insurance, as is necessary to meet is liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.