

Colorado Parks and Wildlife : Standard Insurance Requirements for Construction Contractors

A. The contractor 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. If the vendor has no employees they should submit the Worker's Compensation Exemption Form, which they can obtain from the Project Manager.
- 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. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 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 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.
- B. **The State of Colorado (see below for other naming options) shall be named as additional insured on the Commercial General Liability Insurance policy** (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the State by certified mail.
- D. The contractor will require all 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, its agencies, institutions, organizations, officers, agents, employees and volunteers.

- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. 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 provisions of this section.
- G. Notwithstanding subsection A of this section, if the contractor 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 its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

The **Certificate Holder** is listed at the bottom of the Acord Form in the **Certificate Holder box**. Colorado Parks and Wildlife needs to be listed as a Certificate Holder. It allows us to receive notifications from the insurance company when the insurance is renewed, expires, or is cancelled. Sometimes the contractor will not send notification on their insurance status. Colorado Parks and Wildlife needs to be listed there (with or without the Park Name below it). This also ensures that we receive new ACORD forms from the insurance carrier. If the insurance expires before a PO expires, a new ACORD will be mailed to Colorado Parks and Wildlife when the renewal occurs.

Additional Insureds are generally listed in the **Description Box** above the Certificate Holder box. We are required to be Additional Insureds for General Liability only and sometimes it spells that out, but generally it just states that we are just the Additional Insureds. It can state our name in any of the following ways: State of Colorado or Colorado Parks and Wildlife. Some insurance carriers do not list us as the Additional Insureds in the Description Box but on an additional page. It will have a field: Additional Insureds and Colorado Parks and Wildlife (or one of the other names) should be filled in. Sometimes Additional Insureds can be found in both the description box and on an additional page. As Additional Insureds the insurance carrier will pay the legal bills in the event of litigation (even though we use the AG's office, they will bill us and we can pass that cost to the insurance carrier). **Parks that have management agreements with a federal agency have to make sure that the federal agency is also listed as an Additional Insured for General Liability, as a requirement of the lease/agreement.**