## Colorado Department of Public Health and Environment Insurance Requirements Excerpt from Standard Contract Language

<u>Insurance – Contractor</u>. During the term of this contract, and any renewals or extensions thereof, Contractor, and its Subcontractors shall, and hereby agrees to, obtain, maintain, and keep in force at all times during the term of this contract an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts, and under the conditions specified below.

- a. Worker's 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.
- b. 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:
  - I. \$1,000,000 each occurrence;
  - II. \$1,000,000 general aggregate;
  - III. \$1,000,000 products and completed operations aggregate; and
  - IV. \$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.

- c. 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.
- d. The State of Colorado shall be named as an additional insured on the Commercial General Liability policy. Coverage required of the contract will be primary over any insurance or self-insurance program carried by Contractor or the State of Colorado.
- e. The insurance shall include provisions preventing cancellation or non-renewal without at least thirty (30) calendar days prior written notice to the State by certified mail.
- f. 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.
- g. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- h. The Contractor shall provide certificates showing insurance coverage required by this contract to the State by the effective date of the contract. No later than fifteen (15) calendar days prior to the expiration date of any such coverage, the Contractor shall deliver to 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 ten (10) calendar days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
- i. The Contractor shall provide such other insurance as may be required by law, or in a specific solicitation.