GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance.

Policies shall remain in force and effect throughout the term of the Contract.

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 Contractor’s performance under this contract.

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, 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 Certificate of Self-Insurance must be attached.

Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits.

Contractor shall obtain insurance policy(ies) from insurance companies having an “AM Best” rating of A- (minus); Financial Size Category (FSC) VII or better, and be 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.

NOTICE TO INSURER.

The Contractor’s insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

NOTICE TO CONTRACTORS.

The failure of the State of Minnesota to obtain Certificates of Insurance, for the policies required under this Contract or renewals thereof, shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to state’s authorized representative upon written request.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Worker’s Compensation Insurance: Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Worker’s Compensation insurance in accordance with the statutory requirement of the State of Minnesota, including Coverage B, Employer’s Liability.

A. Minimum Limits of Liability:
   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident
Commercial Automobile Liability (if applicable): Contractor is required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from 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 contract, and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability.

A. Minimum Limits of Liability:
$2,000,000 – per occurrence combined single limit for bodily injury and property damage

In addition, the following coverages should be included:
Owned, Hired, and Non-owned Automobile

Aircraft Insurance: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and property damage whether the operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed under the contract.

Owned Aircraft Liability (required if Contractor is using owned aircraft to perform contract services):
A. Minimum Limits of Liability:
$2,000,000 combined single limit per occurrence for bodily injury and property damage, including passengers.

Airport/Premises Liability (required if contractor is maintaining or hangaring non-owned aircraft):
A. Minimum Limits of Liability:
$2,000,000 combined single limit per occurrence for bodily injury and property damage.

B. Coverages:
X Premises and Operations Bodily Injury and Property Damage
X Blanket Contractual
X Products and Completed Operations
X Owner named as an Additional Insured, except for Products/Completed Operations

Hangarkeeper’s Liability (required if no in-flight activity is associated with contract services):
The Contractor is solely responsible for the coverage equal to the value of the state’s aircraft in the Contractor’s care, custody and control at any given point in time.

Non-Owned Aircraft Liability (required if Contractor is using non-owned aircraft to perform contract services):
A. Minimum Limits of Liability:
$2,000,000 combined single limit per occurrence for bodily injury and property damage, including passengers.

Non-Owned Aircraft Hull (required if Contractor is using non-owned aircraft that belongs to Owner to perform contract services):
A. Minimum Limits of Liability:
$___________ limit each aircraft (base minimum limit on value of state’s aircraft)