

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
215 NORTH FIRST AVENUE EAST, DULUTH, MINNESOTA 55802
**SUPPLEMENTARY CONDITIONS & INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

A) GENERAL LIABILITY INSURANCE:

The Contractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance, in an occurrence form, as will protect the Contractor from claims set forth below which may rise out or result from the Contractor's operation under the contract and for which a Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

Claims for damages insured by usual Comprehensive General Liability coverage, including but not limited to personal injury and bodily injury coverages, which are sustained (1) by a person as a result of any offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damage other than to the work itself because of injury to or to destruction of tangible property including loss of use resulting there from.

Claims involving contractual liability insurance applicable to the Contractors obligations under the terms of the specific contract between the Contractor and ISD 709.

Such insurance shall be subject to "I.S.O. Comprehensive General Liability Form" or equivalent.

This insurance shall be written in an occurrence form and for limits not less than the following stated limits, or such other amounts established as the maximum liability of this Independent School District pursuant to Minnesota Statutes § 466.04 as that Statute provides on the date of this Contract, whichever is greater:

COMBINED SINGLE LIMIT OF	\$1,500,000 PER OCCURRENCE
PRODUCTS AND COMPLETED OPERATIONS LIABILITY	\$1,500,000 PER OCCURRENCE

Coverage limits shall be doubled when the claim arises out of the release or threatened release of a hazardous substances as required by Minnesota Statutes § 466.04.

Coverage shall be maintained without interruption from day of commencement of the work until date of final payment and termination of any coverage required to maintain after final payment.

Prior to the commencement of work the Contractor shall provide ISD 709 with a certificate of the above described General Liability Insurance, naming ISD 709 as "Additional Insured". This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

B) WORKERS COMPENSATION:

The contractor shall maintain Workers Compensation Insurance in accordance with Minnesota Statutes.

Evidence of this insurance shall be submitted to ISD 709 in the form of a certificate. This certificate shall provide thirty (30) days written notice to ISD 709 should the policy be modified or canceled before the expiration date.

C) AUTOMOBILE LIABILITY INSURANCE:

When the Contractor will use motor vehicles during the course of completing the work covered by this contract the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota, Automobile Liability Insurance, including Personal Injury Protection and Uninsured and Underinsured Motorist Liability, at limits not less than as outlined below:

COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT
AND	
PERSONAL INJURY PROTECTION	STATUTORY
AND	
UNINSURED AND UNDERINSURED MOTORIST COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT

The Contractor shall provide ISD 709 with a certificate of the above described Automobile Liability Insurance prior to the commencement of the work. This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

D) PROPERTY INSURANCE:

Unless otherwise provided in the specifications, the Contractor shall maintain Property Insurance (builders risk completed value) in the amount of the contract sum as well as subsequent modifications there-to for the entire period of the contract on a replacement cost basis. Such insurance shall be on an all risk basis including theft and shall protect the interest of ISD 709, the Contractor and Subcontractors and shall name ISD 709 as an additional insured.