

Supplementary General Conditions
University of Colorado at Boulder

1. **GENERAL CONDITIONS, ARTICLE 23. F. SIGN – DELETE the entire section.**

2. **GENERAL CONDITIONS, ARTICLE 25 INSURANCE - DELETE the entire section and replace with the following:**

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. **Commercial General Liability – ISO CG 00001 or equivalent. Coverage to include:**
 - Premises and Operations
 - Explosions, Collapse and Underground Hazards
 - Personal / Advertising Injury
 - Products / Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Broad Form Property Damage
 - Independent Contractors
 - Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
 - Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent), if possible.
 - Additional Insured—Owners, Lessees or Contractors Endorsement, ISO CG 2037 (7/2004 Edition or equivalent), if possible.

2. **Automobile Liability including all:**
 - Owned Vehicles
 - Non-Owned Vehicles
 - Hired Vehicles

3. **Excess/Umbrella Liability (Applies to projects totaling \$10,000,000 or more)**
 - Excess of Commercial General Liability, Automobile Liability, and Employers' Liability.
 - Coverages should be as broad as primary.
 - Risk Management reserves the right to require higher limits.

4. **Workers Compensation**
 - Statutory Benefits (Coverage A)
 - Employers Liability (Coverage B)

5. **Builder's Risk Completed Value (Applies to buildings additions and new buildings)**
 - See Builders Risk section in this document.

6. **Installation Floater**
 - Special cause of loss
 - Theft
 - Faulty workmanship
 - Vandalism
 - Labor costs to repair damaged work

7. **Contractors Pollution Liability**

This section applies only to the following types of proposals:

- ASBESTOS/LEAD ABATEMENT Contracting Services

The University requires this coverage whenever work at issue under this contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. Policy shall cover the Contractors completed operations. Such coverage shall include:

- Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death.
- Property Damage including natural resource damages, physical injury to or destruction of tangible property including resulting loss of use, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- Cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (or specify desired number) years beginning from the time that work under this contract is completed.
- On the Automobile Liability Coverage endorsements CA9948 and MCS-90 are required if the Contractor is transporting any type of hazardous materials.
- **The Regents of the University of Colorado, a body corporate as "Additional Insured"** for work that is being performed by the Contractor and as respects the Contractors Pollution Liability.

LIMITS REQUIRED

The Contractor shall carry the following limits of liability as required below:

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Excess/Umbrella Liability (as required-See Coverages #3)

General Aggregate Limit	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000 Each Accident
	\$ 100,000 Disease Ea. Employ
	\$ 500,000 Disease-Policy Limit

Contractors Pollution Liability (as required-See Coverages #7)

Per Loss	\$1,000,000
Aggregate	\$1,000,000

Builder's Risk (as required-See Coverages #5)

- This coverage is required for new buildings or additions to existing buildings.
- **See the Builders Risk section (below)** for required terms and conditions.

Installation Floater

This coverage is to cover materials and equipment to be installed in existing structures.

- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is \$10,000.00
- Waiver of Subrogation applies on Builders Risk

ADDITIONAL INSURANCE REQUIREMENTS

1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. The Contractor shall provide the University of Colorado a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering University premises.
3. The Contractor shall name **“The State of Colorado and The Regents of the University of Colorado, a body corporate” as an Additional Insured as respects General Liability.**
4. Upon request by the University, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
5. The University requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
6. A Separation of Insureds Clause must be included in general liability policies.
7. The Contractor shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.
8. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A-VI.
9. Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project.
10. Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.
11. Provide a minimum of thirty (30) days advance written notice to the University for cancellation, non-renewal, or material changes to policies required under the contract.
12. Certificate Holder: University of Colorado, University Risk Management, 4001 Discovery Drive, Suite 230, Campus Box 587, Boulder, CO 80303

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University. The University reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

Non-Waiver

The parties hereto understand and agree that The University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.

Mutual Cooperation

The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

Builder's Risk Insurance
(As required-See Coverages #5)

Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder's Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without voluntary deductibles. Such Builder's Risk Insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the University has insurable interest in the property to be covered, whichever is earlier. The Builder's Risk insurance shall include interests of the University of Colorado, the General Contractor, subcontractors and sub-tier contractors in the project.

Builders' Risk Coverage shall be on a Special Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood and earthquake, and all below and above ground structures, water and sewer mains. Other coverages may be required if provided in contract documents. Coverages shall be written for 100% of the completed value (replacement cost basis) of the work being performed. At the option of the University of Colorado, the University of Colorado may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The University of Colorado agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The University of Colorado agrees to pay the premium associated with the Soft Costs coverage, the University of Colorado decides to purchase this coverage.

The Builder's Risk shall also include the follow amendments/provisions:

- Waiver of Subrogation against all parties named as insured, but only to the extent the loss is covered.
- Beneficial Occupancy Clause. The policy shall specifically permit partial or beneficial occupancy at or before substantial completion or final acceptance of the entire work. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The University of Colorado and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse or reduction of insurance.
- Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing).
- Deletion of Coinsurance Provisions
- Replacement Costs Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss

- Deletion of any exclusions pertaining to Law, Ordinance or Regulation
- Deletion of exclusions for design errors & omissions
- Modification of the electrical apparatus breakdown exclusions and the mechanical breakdown exclusion so that it does not apply to subsequent loss or damage
- Modify exclusion pertaining to damage to interior of building caused by an perils insured against are covered
- Resultant Damage Extension including amendment of exclusion pertaining to design error
- Settling, cracking, shrinking or expansion (including coverage for loss resulting from settling, cracking, shrinking or expansion) of foundation walls, floors, or other parts of the structure
- Other coverages may be required if provided in Contract Documents
- The deductible shall not exceed \$10,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, volcano, etc.
- The Policy shall be amended to show thirty (30) days notice of cancellation. Such notice shall be given to the University of Colorado and Contractor.
- Losses in excess of \$10,000 insured shall be adjusted in conjunction with the University of Colorado. Any insurance payments/proceeds shall be made payable to the University of Colorado subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.
- The University of Colorado shall have the authority to adjust and settle any losses in excess of \$10,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the University of Colorado exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

If requested, the Contractor shall file with the University of Colorado a copy of the policy that includes the insurance coverages required in this section. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the University of Colorado as stated in writing prior to commencement of the work. The University of Colorado may then effect insurance that will protect the interests of the University of Colorado, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the University of Colorado. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$10,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the University of Colorado is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the University of Colorado, then the Contractor shall bear all reasonable costs properly attributable thereto.

Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement that enables the University of Colorado to occupy the facility during construction.

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