CITY OF DULUTH
Insurance Requirements

(Updated 07/30/2007)

INDEMNIFICATION CLAUSE

Contractor agrees to defend, save harmless, and indemnify the City of Duluth, its agents and employees from any loss, cost, or damage by reason of Personal Injury or property damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Contractor, its employees, agents, or subcontractors.

INSURANCE

Contractor shall provide Public Liability and Automobile Liability Insurance with limits not less than **$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

City of Duluth shall be named as Additional Insured under the Public Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office. (See attached examples of Endorsements.)

Procedure verified by:

Date 8/6/07

Don Douglas, City Attorney's Office

PRE-2004 CG 2010

A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

All Coverage Parts Included in this policy are subject to the following condition:
If we cancel this policy, for any reason other than nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth 211 City Hall Duluth, MN 55802	30