

A Vendor Guide to FPR Agreements Insurance Guidance

Overview

This document outlines insurance requirements. The vendor may wish to forward this document along to the vendor's insurance carrier. Prior to executing the Agreement and starting work the vendor must provide certificates of insurance to show that minimum required coverages are in effect. It is the responsibility of the vendor to maintain current certificates of insurance on file with the State through the term of the State Agreement.

Certificate Holder:

The State of Vermont, its agencies, departments, officers and employees shall be named as additional insured. The certificate holder is:

State of Vermont, Officers and Employees Department of Forests, Parks and Recreation 1 National Life Drive, Davis 2, Montpelier, VT 05620-3801

State Attachment C Insurance Requirements:

<u>Workers Compensation</u>: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

If the vendor is a sole-proprietor and not required, by law, to carry workers, compensation please notify the Administrator, in writing.

If the vendor is a corporation and are permitted, by law, to exclude officers or LLC members Form 29 will need to be completed and submitted to the Department of Labor (DOL). An approved and signed form 29 needs to be returned for your file prior to the execution of your Agreement. Form 29 is included in this packet.

<u>General Liability and Property Damage</u>: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations Products and Completed Operations Personal Injury Liability Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

<u>Automotive Liability:</u> The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.



<u>Additional Insured:</u> The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

<u>Notice of Cancellation or Change.</u> There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

Notices:

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

This document was prepared by staff of the Department of Forests, Parks and Recreation in an effort to communicate insurance requirements to vendors. While all enclosed information is believed to be accurate if any discrepancies exist between his document and insurance requirements conveyed in the State Agreement the Agreement between the State and the contractor/grantee takes precedence.