

INSURANCE REQUIREMENTS FOR CONSTRUCTION UNDER \$215,000:

Service provider shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained for the Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this Contract by the Service Provider, its agents, representatives, employees or subcontractors, and Service Provider is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Service Provider shall procure and maintain the minimum insurance coverage's set forth below.

1. **Commercial General Liability**

Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if vendor is interacting with minors.

- Each Occurrence* (see below) \$1,000,000
- General Aggregate \$3,000,000
- Products – Completed Operations Annual Aggregate \$3,000,000
- *In addition to the above requirement, for work which includes:
Caissons/Piles; Demolition; Excavation; Utility work; Sheet piling, shoring,
underpinning; Window washing equipment; Wrecking
 - Each Occurrence \$5,000,000
 - Umbrella/Excess liability policy may be used to meet the additional limits

2. **Worker's Compensation/Employers' Liability**

Workers Compensation for losses arising from work performed by or on behalf of the Service Provider.

- State Fund or Self-Insurance Statutory
- Proof of Employers' Liability (stop gap) \$1,000,000

3. **Business Automobile Liability – applicable when the contract includes:**

Service provider is transporting BGSU property, people, or use of vehicle is integral to the performance of the Contract.

- Combined Single Limit \$1,000,000

4. **Professional Liability (Errors & Omissions) – applicable when contract includes:**

Licensed or certified professionals. Policy shall be appropriate to the Service Provider's profession, and coverage shall be maintained for a period of three years after coverage term.

Professional Service – Architects, Engineers, Accountants, Consultants, etc.

- Each Occurrence \$1,000,000
- General Aggregate \$3,000,000

5. **Cyber Liability – applicable when contract includes:**

Service Provider has access to credit card information, student or employee records, health records, or any other Personally Identifiable or Protected Health information.

- Each event including Breach Response Services:
\$1,000,000 minimum; \$5,000,000 preferred

6. **Contractor's Pollution Liability – applicable when contract includes:**

Work including environmentally sensitive, hazardous types of activities (such as demolition, asbestos abatement or similar), or involves hazardous materials.

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| • Each Occurrence | \$1,000,000 |
| • General Aggregate | \$3,000,000 |

7. **Builder's Risk Insurance**

Service Provider shall provide and maintain, during the progress of the Work and until Contract Completion, a builder's risk insurance policy to cover all work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This coverage shall:

- **be not less than the total completed value of the Project, including the value of permanent fixtures and decorations**, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Owner
- be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing
- be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law
- include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement
- include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor or acceleration costs
- include material in transit or stored off-site and identified for the Project
- waive all rights between the Owner, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy
- include appropriate sub-limits for installation coverage
- include provisions for mechanical or electrical breakdown, or boiler system testing
- include temporary structures and scaffolding, along with collapse coverage
- be primary to all other applicable insurance
- specifically permit and allow for Partial Occupancy by the Owner prior to Contract Completion and coverage shall remain in effect until all punch list items are completed
- Note: If the service provider is involved solely in the installation of material and equipment and not in new building construction, the Service Provider shall purchase and maintain a builder's risk, builder's risk-renovations, or installation floater insurance policy. The policy shall comply with all provisions.

- B. **ADDITIONAL REQUIREMENTS:** All policies shall meet the below requirements.
1. With the exception of Worker's Compensation and Employer's Liability coverage, **shall be endorsed to include "Bowling Green State University and its governing board, officers, agents and employees" as additional insured with respect to liability arising out of the activities performed by or on behalf of the Service Provider.**
 2. Shall be endorsed to apply on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
 3. Shall be written on an occurrence basis (professional and pollution liability on a claims-made basis).
 4. Shall contain a waiver of subrogation in favor of Bowling Green State University and its governing board, officers, agents and employees for losses arising from work performed by or on behalf of the Service Provider.
 5. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent.
 6. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Project.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled or materially changed except after thirty (30) days prior written notice has been given to the University. Such notice shall be sent directly to the University Risk Management department.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A- VII.
- E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the University with certificates of insurance (ACORD form or equivalent) as required by this Contract, along with a copy of required policy endorsements upon request. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf.
- All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- F. **SUBCONTRACTORS:** Service Providers' certificate(s) shall evidence that all subcontractors are included as insureds under its policies or Service Provider shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **DOCUMENT SUBMISSION:** Certificates of Insurance, copies of required endorsements, notices of cancellations, and any other documentation as required by the insurance provisions of this Contract shall be sent to:

Bowling Green State University
Attn: Risk Management
1851 N Research Drive
Bowling Green, OH 43403