

## HARFORD COMMUNITY COLLEGE

### 3.0 INSURANCE REQUIREMENTS

#### 3.1 *General Requirements*

3,1,1 Coverages Required: Unless otherwise required herein, the Contractor shall purchase and maintain the insurance coverages listed below.

3.1.1.1 The Board of Trustees of Harford Community College (hereinafter referred to as "the College") does not in any way represent that the insurance limits specified below are sufficient or adequate to protect the Contractor's interests. It is understood that these are minimums only; the Contractor may purchase and maintain additional insurance as will protect him against claims that may arise from operations under the contract.

3.1.1.2 Should any of the insurance coverages indicated below be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions below, thirty (30) days advance written notice shall be given the College, **EXCEPT IN THE CASE OF NON-RENEWAL**. In this event, notice shall be given as soon as known, if that be less than thirty (30) days, not in any event less than ten (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation of non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor and the number of the Purchase Order.

3.1.1.3 Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract.

3.1.2 Certificate of Insurance Before beginning work on the Contract, the Contractor shall provide the College with Certificates of Insurance acceptable to the College that evidence the required coverages, and receive approval of same.

3.1.2.1 Such certificates for liability coverages **must include Harford Community College as an additional named insured**.

3.1.3 Contractor's Responsibility Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.

3.2 *Insurance Coverages* Minimum limits of all coverages shall be not less than those below, or as otherwise provided in the Contract Documents, or as required by law, whichever is greater.

3.2.1 Comprehensive General Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by the Contractor, any Subcontractor, anyone directly or indirectly employed by the Contractor or Subcontractor, or anyone for whose acts any of the above may be liable.

3.2.1.1 Minimum Limits of Coverage

- .1 Bodily injury/property damage liability—combined single limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- .2 The College reserves the right to require limits of \$2,000,000 per occurrence/\$3,000,000 general aggregate for contracts with high-risk (e.g. hazardous materials) features.

3.2.1.2 Coverages to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately.

3.2.1.3 Damages not to be excluded: Such insurance shall contain no exclusions applying to operations by the Contractor or Subcontractor in the performance of the Contract pertaining to: (1) Collapse of, or structural injury to, any building or structure; (2) Damage to underground property; or (3) Damage arising out of blasting or explosion.

3.2.2 Automobile Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

3.2.2.1 Minimum Limits of Coverage:

- .1 Bodily injury/property damage liability—combined single limit of \$1,000,000 per accident.
- .2 The College reserves the right to require a combined single limit of \$3,000,000 per accident for contracts that will involve heavy equipment (e.g. tractors, mix-in-transit concrete trucks) operations on its premises.

3.2.2.2 Coverages to be included: Coverage for all owned, non-owned and hired motor vehicles.

3.2.3 Worker's Compensation and Employer's Liability Insurance Such insurance must contain statutory coverage for all employees engaged under the contract.

3.2.4 Umbrella Liability

3.2.2.1 Commercial General Liability - Minimum Limits:

- .1 Each occurrence - \$1,000,000
- .2 Aggregate - \$2,000,000

3.2.2.2 Business Auto – Minimum Limits:

- .1 Each accident - \$1,000,000

3.2.2.3 Employers Liability – Minimum Limits:

- .1 Each accident - \$1,000,000
- .2 Aggregate (for disease) - \$1,000,000
- .3 Each employee (for disease) - \$1,000,000

### 3.3 *Indemnification*

3.3.1 The Contractor shall protect, hold free and harmless, defend and indemnify the College (including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense.

### 3.4 *Property Lost, Damaged or Destroyed*

3.4.1 Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.