

## 1. **Contractor's Liability Insurance and Indemnification**

- a. The Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved.
- b. All insurance policies shall be issued by companies authorized to conduct such business under the laws of the State of Delaware and be acceptable to the Owner.
- c. The status of the Contractor in the work to be performed by it under the Contract shall be that of an independent Contractor. As such, Contractor shall properly safeguard against any and all damage, loss or injury, to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not the Contractor, its Subcontractors, agents, or employees have been negligent.
- d. The Contractor shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The Contractor shall indemnify and save harmless the Owner, and all of its officers, agents and employees; and the Architect and/or Engineer, as named on the plans and specifications, and its partners, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the Contractor, its Subcontractors and/or their respective duly authorized servants and/or employees. The Contractor agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If required by the Owner, the Contractor shall produce evidence of settlement by any such action before payment will be made by Owner.

## 2. **Compensation Insurance**

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by the State of Delaware for all of its employees to be engaged in such work at the site of the project under this Contract and in case of any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees are not otherwise protected. The insurance referred to in this paragraph contain provisions waiving underwriters' rights of subrogation against the Owner.

## 3. **Contractors Commercial General Liability Insurance and Automobile Liability Insurance**

- a. The Contractor's Commercial General Liability (CGL) shall be in an amount acceptable to the Owner but not less than \$5,000,000 Combined Single Limit per occurrence and \$5,000,000 annual aggregate per project (ISO endorsement CG 25 03 11 85). The Owner must be named as an additional named insured. The coverage must include:
  - Commercial Form
  - Premises/Operations
  - Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists).
  - Products/Completed Operations

- Contractual Liability Insurance
  - Independent Contractors (if any part of the Work is to be subcontracted)
  - Broad Form Property Damage
  - Personal Injury
  - Cross-Liability Coverage
- b. Contractor shall maintain products/completed operations coverage with a combined single limit no less than \$5,000,000 per occurrence of bodily injury/property damage for a period of at least thirty-six (36) months following final acceptance of Contractor's work by Owner.
- c. The Contractor's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the Owner named as additional insured.
- d. The insurance required herein and approval of Contractor's insurance by Owner shall not relieve or decrease the liability of the Contractor hereunder.
4. **Subcontractor's Commercial General Liability Insurance and Vehicle Liability Insurance**  
The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 3 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 3 hereof.
5. **Scope of Insurance and Special Hazards**  
The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.
6. **Proof of Carriage of Insurance**
- a. The Contractor shall furnish the Owner with a certificate of insurance with, where appropriate, permission of the Owner to occupy, showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. The certificate must indicate that the Owner is included as an additional named insured. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ninety (90) days written notice has been received by the Owner." All Certificates of Insurance and duplicate policies shall contain the following clauses:
- i. "Contractor shall have no right of recovery or subrogation against the University of Delaware (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in the primary coverage for any and all losses covered by the above-described insurance."
  - ii. "The clause 'Other Insurance Provision' in the policy or policies shall have no recourse against the University of Delaware for payment of any premiums or for assessments under any form of policy."
  - iii. "The insurance companies issuing the policy or policies shall have no recourse against the University of Delaware for payment of any premiums or for assessments under any form of policy."
  - iv. "Any and all deductibles in the above-described insurance policies shall be assumed by and before the account of and at the sole risk of the Contractor."

- b. Contractor shall provide copies of any or all required insurance policies on request of Owner.

**7. Renewal Requirements**

If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the Owner, Owner may pay the renewal premium and withhold such payment from any monies due the Contractor.

**8. Claims**

In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.