USNH Procurement
28 College Drive
Farnum Hall
Concord, NH 03301

INSURANCE REQUIREMENTS

1. The Contractor shall purchase and maintain for the life of the contract the insurance indicated below:

   a. Workers' Compensation and Employer's Liability Insurance for all his employees to be engaged on Work in the project under the Contract.

   b. Commercial General Liability, including all coverages outlined in paragraph four (4).

   c. Comprehensive Auto Liability, including all coverages outlined in paragraph four (4).

   d. Professional Liability as outlined in paragraph four (4).

   e. Umbrella/Excess Liability as outlined in paragraph four (4).

2. Owner's Protective Liability Insurance

   When required by Section 4, the Contractor shall obtain Owner's Protective Liability Insurance. Evidence of this policy covered under this paragraph shall be delivered to the Owner prior to starting any operations. The policy shall include as additional insureds all architects, engineers and other agents of the Owner engaged in the Project.

3. Property Insurance

   a. Builders Risk coverage or comparable coverage, if required in Section 4, shall insure all parts of the Work comprising new buildings, structures, paths, roadways, utility and landscape structures, utility distribution systems and the like, and all additions to or extensions of existing buildings, structures and systems. If the Contract Work also includes renovation within an existing structure, then this portion of the Work shall also be insured and so described and endorsed to the policy. Renovation coverage shall also insure all parts of existing buildings, structures, paths, roadways, utility and landscape structures, utility distribution systems and the like within or in connection with which the Work is performed on an agreed amount/no coinsurance basis. Coverage shall be written on a “Special Form” basis for the full value of the Insured Structure. The policy or policies shall be in the name of the Owner. The Contractor, Subcontractors, Sub-subcontractors and others employed on the premises will be added as loss payee(s) as their interests may appear with respect to all work in place and stored on the site. The Contractor shall cover or cause to be covered all Materials off site or while in transit. Where allowable by law, the policy or policies shall stipulate that the insurance company or companies shall have no right of subrogation against any of the insureds for any portion of the Work. Contractor shall provide a complete copy of this insurance policy to Owner prior to beginning the Work.

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4. Coverage

The Contractor shall purchase those coverages identified below by an "X" in the column titled "Required".

Insurance (X indicates required coverage)		Limits of Liability	
a. Commercial General Liability (must be location and project specific)			
Required			
X	Premises-Operations	General Aggregate	$2,000,000
X	Products/Completed Operations	Products-Comp. Ops Agg.	$2,000,000
X	Explosion, Collapse and Underground Hazard	Personal & Advertising Injury	$1,000,000
X	Contractual Insurance	Each Occurrence	$1,000,000
X	Broad Form Property Damage	Fire Damage (any one fire)	$50,000
X	Independent Contractors	Medical Expense (any one person)	$5,000
X	Personal Injury with Advertising Injury		
b. Other - Liability			
	Contractors Pollution Legal Liability (must be location and project specific)	per Occurrence	$1,000,000
		Aggregate	$1,000,000
	Owner's Protective Liability	per Occurrence	$1,000,000
		Aggregate	$2,000,000
c. Excess Liability			
X	Umbrella Form or Other Form	Each Occurrence	$1,000,000
		General Aggregate	$1,000,000
d. Automobile Liability			
X	Owned	Bodily Injury and Property Damage Combined Single Limit	$1,000,000
X	Hired		
X	Non-owned		
e. Workers' Compensation			
X	Workers' Compensation		Statutory
X	Employer's Liability	Each Accident	$500,000
		Disease, Policy Limit	$500,000
		Disease, Each Employee	$500,000
f. Property			
	Builder's Risk/Or Comparable Coverage in an Installation Floater	Replacement Cost	by Owner
	Renovation Risk		
g. Architect, Engineer, Counselor, Medical Professional Liability			
	Professional Liability	Each Claim	$1000,000
		Aggregate	$2,000,000

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5. Conditions

a. **Additional Insured-The University System of New Hampshire, its trustees, officers, agents, and employees shall be listed as additional insureds on all policies, except workers' compensation and professional liability policies.**

b. The Contractor shall either require all Subcontractors and Sub-subcontractors to carry the insurance required by this article for all of their activities in connection with the Project, or the Contractor shall provide all such coverage under the Contractor's own insurance policies. The Contractor shall provide to the Owner a list of all Subcontractors and Sub-subcontractors who are providing their own insurance as required by these documents and Contractor shall certify that Subcontractors or Sub-subcontractors not on this list are insured by the Contractor.

c. The Contractor shall not commence the Work, nor shall the Contractor permit any Subcontractor or Sub-subcontractor to commence any part of the Work, until the insurance required by this article has been obtained and such insurance has been approved by the Owner. Insurance required under this article shall be carried during the life of the Contract and for not less than one year thereafter.

d. Certificates of Insurance evidencing the insurances required herein shall be filed with the Owner for all policies. Any such Certificate found incomplete or not according to form will be rejected as unsatisfactory. Rejected Certificates and copies of policies shall be corrected as necessary and resubmitted until approved.

e. Each policy shall contain an endorsement stating that the insurance company will not cancel the policy, or allow it to expire, or change any coverage therein within the period required by the contract without first mailing by registered mail written notice of such action to the certificate holder, at least ten (10) days prior to termination for nonpayment of premium, and at least thirty (30) days prior to termination or change for any other cause. Certificate holder should be addressed as follows:

University System of New Hampshire
28 College Drive
Farnum Hall
Concord, NH 03301

f. The Contractor agrees to assist in every manner possible in reporting and investigation of any accident, and to cooperate with all interested insurance carriers in handling any claim, or in the settlement of any claim, arbitration, or suit**.**

g. All required insurance shall be provided by a company with a minimum AM Best Rating of A- / VIII and licensed to do business in the State of New Hampshire or on the New Hampshire Insurance Department's approved List of Non-Admitted Carriers.

h. Title to all buildings and equipment not comprising part of the Work shall remain with the University System of New Hampshire, and property insurance therefore will be the responsibility of the University System. The Contractor shall be responsible for loss or damage to all personal property brought on University System premises.

i. The Contractor shall assume full responsibility and liability for losses, expenses, damages, demands and claims in connection with any injury or alleged injury, including death, or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or arisen out of the performance of the Work by the contractor, its agents, employees, Subcontractors and Sub-subcontractors, including losses, expenses, damages, demands and claims sustained by the University System, its trustees, officers, agents and employees. In addition, the Contractor shall indemnify and hold harmless the University System, its trustees, officers, agents and employees from any and all such losses, expenses, damages, demands and claims.

j. Should the project specifications and resulting Contract be based on the University System of New Hampshire General Conditions of the Contract for Construction document, the insurance provisions of that document (Article 11) shall apply to this Contract, except to the extent that such provisions are inconsistent with this document, in which event the provisions of this document shall govern. To the extent that they are consistent with or are not displaced by this document, the provisions of Article 11 of the University System of New Hampshire General Conditions of the Contract for Construction document shall apply to this Contract.

k. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor **shall indemnify** the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this document.