



CONTRACTOR INSURANCE REQUIREMENTS

- I. All Service Contractors performing work at Gateway University Research Park, North or South Campuses, shall provide the following minimum insurance coverage:
 - A. Commercial General Liability
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate, per location. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. Policies shall be primary and noncontributory.
 - B. Worker's Compensation - Statutory Limits
 - C. Excess/Umbrella Liability With minimum liability limits of \$3,000,000 per occurrence and in the aggregate, excess of CGL, EL + Auto.
 - D. Employer's Liability
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
 - E. Commercial Automobile Liability
Combined Single Limit - \$1,000,000 per accident.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - F. Property Insurance
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.
 - G. Errors and Omissions Liability is required for Architectural Services, Engineering/Consulting Services, Security Guards, Water Treatment, and Pest Control Services (see pest control requirements below).
 - H. Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.
- II. If Service Contractor's services include **Pest Control Services** Contractor must provide the following insurance coverage.
 - A. Pollution Liability. Contractors' Pollution Liability Insurance (CPL), with a minimum limit of five million dollars (\$5,000,000.00) per claim/annual aggregate, providing coverage for, but not

limited to, bodily injury (including death) and property damage arising out of pollution conditions caused while working at the sites of others, including sudden and gradual pollution, on-site and off-site clean-up costs, transit, disposal, operation of a motor vehicle and completed operations. Owner and Agent shall be added to the policy as additional insured and the policy shall contain a cross liability clause. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the completion of the work.

B. Errors and Omissions Liability. Service Contractor shall provide liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

C. Service Contractor must provide Commercial Automobile Liability insurance coverage as follows:

Combined Single Limit - \$2,000,000 per accident, unless a pollution condition due to the operations of a motor vehicle is covered under the CPL policy then \$1Million per accident is acceptable.

III. Policies shall include the following as additional insured, including their officers, directors and employees.

Gateway University Research Park, Inc. (Owner)

IV. Service Contractor waives any and all rights of subrogation with respect to its commercial property and workers' compensation liability insurance policies against the parties identified above in Paragraph II.

V. All policies will be written by companies licensed to do business in the State of North Carolina and which have a rating by Best's Key Rating Guide not less than "A-/VIII".

VI. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under I.E. Original Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.

VII. Certificate(s) of Insurance relating to policies required under this Agreement shall contain one of the following two provisions:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder."

OR:

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

VIII. The following should be named as the Certificate Holder:

**Gateway University Research Park, Inc. (Owner)
2901 East Lee Street, Suite 2500
Greensboro, North Carolina 27401**