

**GENERAL CONTRACTOR
MINIMUM REQUIREMENTS**

Wittenberg University (“University”) can be exposed to risk when using contractors, consultants, service providers, and/or vendors providing goods and/or services. University policy requires that contractors, subcontractors, consultants, service providers and/or vendors maintain liability insurance and other insurance as necessary to reasonably protect the University’s financial interests in amounts deemed adequate by the University.

Contract Minimum Requirements

- 1. Minimum University Insurance Requirements..... 2**
- 2. Certificate of Insurance (COI) Required..... 4**
- 3. Contracts must have an additional Insured Endorsement 6**
- 4. Contracts must be reviewed/approved by Designated Signature Authority 6**
- 5. Contracts must contain an Indemnification/Hold Harmless provision 6**
- 6. Contracts are required to contain Cancellation Clause Conditions 6**
- 7. Permits and Licensures 6**
- 8. Drug-Free Workplace 7**
- 9. Notice of Nondiscrimination 7**
- 10. Payment Terms..... 7**

1. Minimum University Insurance Requirements

Standard Insurance Requirements:

- Chart A demonstrates the minimum required coverage for general contracts. The University reserves the right to require higher limits from a particular contractor/vendor for a particular project or event. Additional limits are required for arrangements depicted in Chart B.
- Exceptions to the University Minimum Insurance Requirements may be developed by the University, in conjunction with an individual unit or third party, following a process of risk identification and evaluation. In such situations, it may be determined that little or no risk is involved, in which case the limit may be lowered or the requirement eliminated. Conversely, it may be determined that additional risk is involved, in which case the limits may be increased.

Chart A: Standard Limits (Non-High-Risk Service)

COVERAGE TYPE	MINIMUM LIMIT
Employer's Liability*	\$1,000,000 per occurrence
Commercial General Liability**	\$2,000,000 per occurrence/aggregate
Auto (owned, non-owned, & hired vehicles)	\$1,000,000 per occurrence \$3,000,000 per aggregate

* Vendor will also be required to have Ohio Worker's Compensation insurance.

** This should be occurrence coverage. If a contractor has claims made coverage, the contract should require the vendor to purchase tail coverage for a minimum of three years after the expiration of the contract.

High-Risk Service Vendor Insurance Requirements

High Risk Services means a contract of procurement that significantly increases the possibility of loss or exposure to loss to the University from a third party.

The Standard Limits are the minimum acceptable for any vendor, but there are specific requirements for vendors of high-risk services that supersede the Standard Limits.

Criteria of High-Risk Services

- Service presents a severe risk of injury or death to students, faculty, staff and/or visitors.
- Service presents a severe risk of extensive property damage to institutionally- or privately-owned property.
- High value of property at risk
- Likelihood is great that the service provider will have difficulty procuring and maintaining insurance because of the hazards of the work.

Chart B: Standard Limits (Non-High-Risk Service)

The following insurance coverages should be evidenced in addition to the coverages required in Chart A.

COVERAGE TYPE	MINIMUM LIMIT
Architect/Engineer (not new construction) *	General Liability of \$2,500,000 per occurrence/aggregate
Asbestos Abatement**	General Liability of \$2,500,000 per occurrence/aggregate
Electrician (not new construction)	General Liability of \$2,500,000 per occurrence/aggregate
Exterior Contractor (i.e. facades, sidewalks, concrete work, etc.)	General Liability of \$2,500,000 per occurrence/aggregate
Hazardous Waste**	Any contractor is required to have adequate pollution, solid or hazardous material/waste, bio hazard or asbestos coverage(s) if working anywhere associated with those exposures (transportation, disposal, recycling, providing remediation, repair, working adjacent to areas containing hazardous components). General Liability of \$5,000,000 per occurrence (Loss)/aggregate
Repair/Maintenance/Onsite Installation Work	General Liability of \$2,000,000 per occurrence/aggregate
Roofing & Scaffolding Work	General Liability of \$5,000,000 per occurrence/aggregate

* This should be occurrence coverage. If a contractor has claims made coverage, the contract should require the vendor to purchase tail coverage for a minimum of three years after the expiration of the contract.

** This should be occurrence coverage. If a contractor has claims made coverage, the contract should require the vendor to purchase tail coverage for a minimum of three years after the expiration of the contract. Pollution liability insurance will also be required since pollution is excluded from general liability policies.

2. Certificate of Insurance (COI) Required

What is a COI?

- A COI is proof of the types, amounts, and effective dates of insurance coverage in effect for the vendor on the day the COI is issued. However, it is not a substitute for the actual insurance policy. It may or may not include the terms and conditions or policy exclusions. It is used to determine if the vendor purchases the types and amounts of insurance required in a contract.
- A vendor must have on file with the University a COI evidencing insurance coverage required by the contract during the time period the work will be performed prior to commencing work.

Why do we need one?

- In the event of a loss, having the proper evidence of insurance can assist the University in the claim recovery process. Ultimately, whether recovery is possible will be dependent upon the contract between the parties and the insurance policy wording.

COI requirements

- The COI must:
 - Be on an Accord Form or equivalent.
 - Be an original including an agent / broker's signature.
 - Have the University's name (not the department) and address appearing as the "Certificate Holder."
 - The "Insured" on the certificate must match the name of the party named in the contract for which the certificate is required.
 - The contracting unit for the University must require the contractor to name Wittenberg University and its Board of Directors as an additional insured under the Contractor's General Liability Policy.

For those coverages where it is recommended that Wittenberg be named an additional insured, the following wording is suggested:

[LEGAL NAME OF THE INSTITUTION] and its Board of Directors are endorsed to this policy as an additional insured with respect to [insert contract name and date, event and date, services provided, location, etc.].

All general liability, [products liability], [liquor liability], [medical professional], and excess liability policies are primary and non-contributory to any other coverage purchased by the [INSTITUTION] with respects to acts or omissions of the named insured. All general liability and excess liability policies do not include an insured versus insured (cross suits) exclusion.

This wording should appear on the certificate of insurance in the DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES section of the form.

NOTE: Additional insured status is preferred over additional named insured status. An additional named insured assumes the duties and obligations of the named insured including the payment of premium. An additional insured enjoys the same insurance protection as an additional named insured without the duties and obligations.

- The insurance company should be licensed or approved to do business in the state where the activity reference on the certificate takes place.
 - Preferred insurers should maintain the following ratings:
 - Best's Financial Strength Rating: A or better o Best's Financial Size Category: VII or larger
 - Best's Rating Outlook: Positive or Stable An insurance company's A.M. Best's ratings can be found by clicking [HERE](#).
- Other insurance company rating services such as Fitch, Standard and Poor's, Moody's and Weiss may also be used to investigate an insurance company's financial condition.
- The contractor, vendor or service provider must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.
 - Statement that the contractor's policy is extended to cover the liability assumed by the insured under the terms of its contract with the University.
 - The contractor will include a waiver of subrogation in the University's favor and they will indemnify the University.
 - Include a 30-day prior notice of cancellation.

When do we need a COI or MOI?

- On notification of award or prior to issuance of a contract, the contractor (vendor) shall provide the ORM with the requirements listed above.

Where should the COI or MOI be forwarded?

- University contracts and agreements that are centrally controlled should have the Certificate of Insurance forwarded to: Wittenberg University, Purchasing Department, 200 West Ward Street, Springfield, OH 45504.

3. Contracts must have an additional Insured Endorsement

The University and its Board of Directors must be named as an additional insured to all commercial general liability and pollution liability policies. An offer to name the University as a certificate holder is not acceptable. The agreement must state that the contractor's insurance is primary as to any other valid and collectible insurance in force.

4. Contracts must be reviewed/approved by Designated Signature Authority

All contracts for services provided to the University must be reviewed and approved/signed by designated signature authority the Assistant Vice President of Finance & Administration, Vice President of Finance & Administration, or President.

5. Contracts must contain an Indemnification/Hold Harmless provision

Contractors, (including subcontractors), consultants, service providers, and/or vendors providing goods and/or services to the University shall indemnify the University against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work, the provision of goods or services, and/or the use of University premises and/or facilities, or due to or arising in any manner from Providers'/Users' wrongful acts or negligence, or of any employee of any of them. University guidelines state the following parties will defend and hold the University harmless from any loss, injury, or damage occurring during the performance of any work or activity and to indemnify the university and its Board of Directors for any loss sustained as a result of negligence.

The indemnification provision will be mutual and fair by including: (1) breach of contract, (2) negligence is not limited to gross negligence, (3) violation of laws and regulations, (4) intellectual property violations, (5) notification and process, and (6) should exclude vendor's consequential damages.

6. Contracts are required to contain Cancellation Clause Conditions

Contracts must state that if any of the required insurance policies are cancelled, nonrenewed, or have a material change in coverage before the expiration date of the contract or agreement, the issuing company shall provide for thirty (30) days prior written notice to the University.

7. Permits and Licensures

Contractors shall be responsible for all costs and/or expenses incident to the performance of Services for the University including, but not limited to, all costs of equipment provided by Contractor, fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other Contractor costs of doing business. The University shall not be responsible for any expenses incurred by Contractor in performing Services unless previously agreed upon.

8. Drug-Free Workplace

Contractor hereby agrees that all employees and/or agents who perform Services under this Agreement for or on behalf of the University shall comply with the [University's Drug-Free Workplace Policy](#) while on University property.

9. Notice of Nondiscrimination

As an institution that values the dignity of all, the University adheres to all federal and state civil rights laws banning discrimination in private institutions of higher education. Wittenberg University does not discriminate on the basis of age, race, color, creed, religion, ancestry, national or ethnic origin, sex/gender, sexual orientation, gender identity, disability, genetic information, military status, veteran status, familial status or any other protected category under applicable local, state or federal law, ordinance, or regulation. [Click here for more information regarding the University's Notice of Nondiscrimination.](#)

Contractor hereby agrees that all employees and/or agents who perform Services for or on behalf of the University shall comply with [Wittenberg University's Notice of Nondiscrimination](#).

10. Payment Terms

Contractor may submit invoices weekly, bi-weekly or monthly with understanding that terms shall be NET30. Daily invoicing is prohibited.

See the EIIA Contract Management document <https://members.eiaa.org/resource/contract-management/> for checklists of suggested provisions for specific and general contract provisions.