

PARA #129 INSURANCE:

(NOT APPLICABLE TO STATE ENTITIES, BD OF REGENTS—STATE COLLEGES AND UNIVERSITIES)

The following requirements shall be adhered to by Contractors throughout the duration of this Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and the Department from any claims for bodily injury, property damage, or personal injury that may arise out of operations under this Contract. Contractor shall procure the insurance policies at its own expense and shall furnish the Department an insurance certificate of the coverage required in this section listing the Department as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period and limits of liability); and, an acknowledgment that notice of cancellation is required to be given to the Department. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of this Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence) to include contractual liability. \$1 million per occurrence/\$3 million dollar aggregate policy limits.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. \$1 million per occurrence/\$3 million dollar aggregate policy limits.
- D. Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. \$1 million per occurrence/\$3 million aggregate policy limits.
- E. Commercial Umbrella Policy (Occurrence). An umbrella policy may cover the aggregate policy limits required herein. There must be no gap between the \$1 million and \$3 million dollar policy limits and the umbrella policy must follow the form of the underlying \$1 million primary policy.

The Contractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 10 days prior written notice has been given to the Department. Certificates of Insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Department. All such coverage shall remain in full force and effect during the initial term of this Contract and any renewal or extension thereof. At all times, coverage shall be within limits acceptable to the Department.