Tier 2—Medium Risk Insurance Language

Article 6. Insurance

Unless exempt by law, Vendor and its subcontractors (Vendors) shall maintain the insurance coverages stated below during the term of this contract and shall provide evidence of such coverage to university's contract representative upon request. Insurance must be placed with companies with an A.M. Best rating of B+ VI or better rating and will be maintained for the duration of the project or the term for which services will be rendered.

I. **Commercial General Liability**—Limits of not less than:

Bodily Injury & Property Damage - Each Occurrence \$1,000,000

Bodily Injury & Property Damage - General Aggregate \$2,000,000

Products-Completed Operations Aggregate \$2,000,000

Personal & Advertising Injury Liability \$1,000,000

Fire Damage Legal Liability \$100,000

II. **Workers' Compensation**—As required by applicable law, with limits of not less than: Coverage A (Statutory Benefits)

Illinois Statutory

Coverage B (Employer's Liability) \$500,000 each disease

\$500,000 each employee \$500,000 policy limit

III. **Automobile Liability**—When any motor vehicles are used in connection with work to be performed, Vendor must provide Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined.

Umbrella liability insurance may be used to meet the coverage requirements shown above.

IV. Professional Liability—When the services provided under this contract include any professional services, Vendors shall maintain professional liability insurance coverage at minimum limits as indicated below, for itself, and its employees and agents to include coverage for acts, errors and/or omissions related to the rendering or failure to render such professional services. When the policy is renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by Vendors under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of at least two years. When Vendors provide medical related services, the policy shall include coverage specific to medical malpractice.

Professional Liability/Errors and Omissions \$1,000,000 per claim

\$3,000,000 annual aggregate

Failure of the university to obtain certificate(s) or other evidence of insurance from Vendors shall not be deemed a waiver of these insurance requirements. Vendor shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to university upon request. Vendors' failure to comply with the insurance requirements constitute a material breach of contract terms.