

## CLEVELAND STATE UNIVERSITY | INSURANCE REQUIREMENTS – GROUND TRANSPORTATION

Service Provider shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, employees or subcontractors, throughout the duration of and fulfillment of their obligations, including any warranty periods under this Project.

The insurance requirements herein are minimum requirements for this Project and in no way limit the indemnity covenants contained for the Project. Cleveland State University in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liability which may arise out of the performance of work by Service Provider, its agents, representatives, employees, or subcontractors. Service Provider is free to purchase additional insurance.

**A. MINIMUM LIMITS OF INSURANCE:** Service Provider shall procure and maintain the minimum insurance coverages set forth below.

**1. Commercial General Liability**

Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if vendor is interacting with minors.

- Each Occurrence \$5,000,000
- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$2,000,000

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, leased, hired and non-owned vehicles used in the performance of this Project.

- Combined Single Limit per Accident--
  - More than 15 passenger capacity \$10,000,000
  - 15 or less passenger capacity \$5,000,000

**3. Worker's Compensation/Employers' Liability**

Workers Compensation for losses arising from work performed by or on behalf of the Service Provider.

- State Fund or Self-Insurance Statutory
- Proof of Employers' Liability \$500,000

**B. ADDITIONAL REQUIREMENTS:** All policies shall meet the below requirements.

1. Shall be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
2. Shall be written on an occurrence basis.
3. Shall be endorsed to include Cleveland State University, its governing board, officers, agents and employees as additional insured with respect to liability arising from activities performed by or on behalf of the Service Provider; evidenced on a Certificate of Insurance, which includes 1) a thirty (30) day advance notice of modification and/or cancellation with copy to Cleveland State University; see also Paragraph "C" "*Notice of Cancellation*", below; 2) a copy of said endorsement to the Service Provider's insurance.
4. Shall contain a waiver of subrogation in favor of Cleveland State University and its governing board, officers, agents and employees for losses arising from work performed by or on behalf of the Service Provider.
5. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent.

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6. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Project.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Project shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to and acknowledged by Cleveland State University. Such notice shall be sent directly to the Cleveland State University Risk Management & Insurance Administration office.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an “A.M. Best” rating of not less than A- VII.
- E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the Cleveland State University with certificates of insurance (ACORD form or equivalent) as required by this Project, along with a copy of the policy endorsement evidencing said change. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Employers covered for Workers Compensation through the State Fund shall provide a copy of their current “Certificate of Premium Payment” to evidence coverage.
- All certificates and endorsements are to be received and approved by the Cleveland State University prior to commencement of work. Each insurance policy required by this Project must be in effect at or prior to commencement of work under this Project and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Project, or to provide evidence of renewal, will be considered a material breach of contract.
- F. **SUBCONTRACTORS:** Service Providers’ certificate(s) shall include all subcontractors as insureds under its policies or Service Provider shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **DOCUMENT SUBMISSION:** Certificates of Insurance, copies of endorsed policies, notices of cancellations, and any other documentation as required by the insurance provisions of this Project shall be sent to:

Cleveland State University  
Environmental Health and Safety  
2121 Euclid Avenue, PS 233  
Cleveland, Ohio 44115-2214