

**COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK  
INSURANCE REQUIREMENTS  
(Revised August 2002)**

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York, and approved by the University:

- 1) Workers' Compensation and Employers Liability insurance, covering each employee of the Contractor engaged in the performance of work under this Contract, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance:

Workers' Compensation	- Coverage A - Statutory
Employers Liability	-Coverage B - Each Accident - \$1,000,000
Policy Limit	- \$1,000,000
Each Employee by Disease	- \$1,000,000

- 2) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$5,000,000 per occurrence and annual aggregate. Products and completed operations insurance shall be maintained for 3 years following termination of the Contract.
- 3) When applicable Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.
- 4) When applicable Professional Liability insurance, the Contractor shall maintain limits not less than \$2,000,000 per occurrence and annual aggregate covering the errors and omissions of the Contractor.
- 5) When applicable Broad Form Property Insurance covering the Contractor's personal property including owned or rented capital equipment and tools, tools, equipment, scaffolding, staging, towers and forms owned or rented and tools owned by mechanics. Coverage should include but not limited to fire, theft, while in transit and off premises. Such insurance shall be written on a replacement cost basis and any policy deductible or self-insured retention is the sole responsibility of the Contractor. Owner shall have no liability with respect to such equipment and tools. Failure of any Contractor to secure such insurance

or to maintain adequate coverage shall not obligate the Owner for any losses on such equipment.

- 6) Environmental Liability Insurance in the event the Contractor performs work related to the remediation or abatement of "Hazardous Material" which includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials. The Contractor performing such Work shall provide Contractor's Pollution Liability Insurance as applicable to the Work to be performed with limits not less than \$10,000,000 per occurrence and in the aggregate, covering claims from third-party injury and property damage as a result of pollution conditions emanating from on-site, under site or off site arising out of its operations and completed operations. Completed operations coverage shall remain in effect for not less than 5 years after completion of work.
- 7) Each of the policies required by subsections (2) (3) and (6) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission or act relating to the contract covered by such policy, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary and the policies shall be endorsed to name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as an additional insured. The policies shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this Contract. Insurance affected or procured by the Contractor shall not reduce or limit the Contractor's contractual obligation to indemnify and defend Columbia University or for claims made or suits brought which result from or are in connection with the performance of this Contract. Any insurance Columbia University may purchase shall be excess and non-contributory.

### **Certificates of Insurance**

Prior to commencement of the work, the Contractor will deliver certificates of insurance to the University providing evidence of the coverages required above. Each certificate of insurance shall provide for a 60-day written notice of cancellation or material change and, with the exception of Workers' Compensation and Employers Liability Insurance, **shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as an additional insured.** Certificates of insurance are to be sent to the University's Director of Risk Management, Columbia University, 1700 Broadway, 10<sup>th</sup> Floor, New York, New York 10019 and the Purchasing Office, Columbia University 1700 Broadway, 11<sup>th</sup> Floor, New York, New York 10019