

# TEACHERS COLLEGE

## COLUMBIA UNIVERSITY

### Office of Risk Management

#### **CONTRACT INSURANCE REQUIREMENTS**

The College's insurance requirements for vendors or contractors whose operations extend to the premises of the College.

After the award and prior to the start of work, the contractors will provide evidence in the form of current **Certificates of Insurance** and a copy of the "**Additional Insured Endorsement**" certifying the following **applicable** coverages. **Failure to furnish will result in work not being allowed to commence.**

All vendors shall provide Certificates of Insurance evidencing the following and shall maintain at their own cost and expense, the following types and amounts of primary insurance with insurers rated "**A-**" "**VII**" or better by **AM Best and licensed in the State of New York or equivalent States:**

**WORKERS' COMPENSATION COVERAGE AND EMPLOYERS' LIABILITY:** Insurance covering all employees for Workers' Compensation in accordance with the laws of the State of New York and a limits not less than **\$1,000,000 for bodily injury by each employee, accident and by disease under the Employers' Liability. Shall provide a waiver of subrogation in favor of Teacher College Columbia University their affiliate, trustees, officers, agents and employees, volunteers, and representatives.**

**AUTOMOBILE LIABILITY:** Insurance for all owned, non-owned, and hired vehicles with limits of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives must be named as an additional insured and shall provide a waiver of subrogation in favor of Teacher College Columbia University their affiliate, trustees, officers, agents and employees, volunteers, and representatives.** Such insurance shall be primary over collectible insurance that may apply. The required limits of insurance can be satisfied by any combination of primary and umbrella/excess insurance coverage

**COMMERCIAL GENERAL LIABILITY:** Insurance with a minimum of \$1,000,000 covering to include completed operations, advertising injury, bodily injury, property damage, personal-injury, subcontractors, independent contractors and contractual liability with annual limits of liability of not less than \$1,000,000 combined single limit per occurrence. Such insurance shall be primary over other collectible insurance that may apply. **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives must be named as an additional insured and shall provide a waiver of subrogation in favor of Teacher College Columbia University their affiliate, trustees, officers, agents and employees, volunteers, and representatives.** The required limits of insurance can be satisfied by any combination of primary and umbrella/excess insurance coverage.

**UMBRELLA / EXCESS LIABILITY:** Umbrella / Excess Liability insurance coverage of not less than US \$5,000,000 over the employer's liability, automobile liability, and commercial general liability coverages listed above. **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives must be named as an additional insured.** Such insurance shall be primary over other collectible insurance that may apply. The required limits of insurance can be satisfied by any combination of primary and umbrella/excess insurance coverage

**PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS):** Insurance covering with limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate per for any coverage and for any coverage maintained on a "**claims-made**" policy, **for three (3) years following the term of this Agreement or completion of all Services associated with this Agreement, whichever is later.**

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**Cyber Liability, E-Risk, Network Liability and/or Computer Fraud:** Insurance covering with limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate per for any coverage and for any coverage maintained on a “claims-made” policy, for three (3) years following the term of this Agreement or completion of all Services associated with this Agreement, whichever is later.

**Architect, Engineers, Web design, Professional Consultants (professional designation or license and/or is providing professional services):** Insurance covering with limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate per for any coverage and for any coverage maintained on a “claims-made” policy, for three (3) years following the term of this Agreement or completion of all Services associated with this Agreement, whichever is later.

**Abuse and Sexual Molestation Coverage:** Insurance covering with limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate per for any coverage and for any coverage maintained on a “claims-made” policy, for three (3) years following the term of this Agreement or completion of all Services associated with this Agreement, whichever is later. **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives must be named as an additional insured.** Such insurance shall be primary over other collectible insurance that may apply. The required limits of insurance can be satisfied by any combination of primary and umbrella/excess insurance coverage

**CRIME / EMPLOYEE DISHONESTY INSURANCE:** Must maintain coverage for employee dishonesty, loss of money and securities and other tangible property belonging to customer resulting directly from a fraudulent or dishonest act by a supplier employee, while performing supplier’s professional services for the Customer with limits of not less than **\$1,000,000 per claim**, naming **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives** as loss payee.

**CHEMICAL WASTE AND PESTICIDE DISPOSAL CONTRACTORS:** Must maintain Commercial General Liability insurance with a minimum combined single limits not less than \$5,000,000 for bodily injury and property damage and be endorsed to include Pollution Legal Liability. Alternatively, separate, stand alone, Commercial General Liability and Pollution Legal Liability policies each with limits of \$5,000,000 is acceptable and any coverage maintained on a “claims-made” policy, for three (3) years following the term of this Agreement or completion of all Services associated with this Agreement, whichever is later.

**ASBESTOS REMOVAL AND MONITORING CONTRACTORS:** Must maintain Pollution Legal Liability insurance with limits not less than \$5,000,000 combined single limit and for any coverage maintained on a “claims-made” policy, for three (3) years following the term of this Agreement or completion of all Services associated with this Agreement, whichever is later.

**BUS/TRANSPORTATION VENDORS:** Must maintain Business Auto Liability insurance coverage for all owned, non-owned or hired vehicles which **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives must be named as an additional insured in this policy.** For vehicles with seating capacity of eighteen (18) or more, with limits not less than \$5,000,000 of liability is required.

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**ADDITIONAL INSURANCE OBLIGATION:** The amount and coverage of such vendor and contractor's insurance shall not limit or expand vendors and contractor's liability nor relieve either Party of any rights or other obligations under this Agreement. Any deductibles, self-insured retentions, loss limits, and any other retention shall be the responsibility of vendors and contractors.

**LIMITATION OF LIABILITY:**

"Notwithstanding any other provision in this Agreement to the contrary, no limitation of liability or similar restriction or limitation shall apply to vendor's obligation to indemnify **Teachers College Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives,** or to vendor's obligation to provide insurance, nor shall it operate to limit or reduce the payment of proceeds from any insurance coverage that vendor is obligated to furnish under this Agreement."

**CERTIFICATE OF INSURANCE REQUIREMENT:** All certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice and indicate the nature of work being performed or goods/services being furnished **Failure to furnish will result in work not being allowed to commence. For new contracts with vendors all certificate of insurance should be provided along with the signed contract and a copy of the Additional Insured Endorsement.**

All certificate of insurance must include the following information within the description section:

**Additional Insured Language: Teachers College, Columbia University their affiliates, trustees, officers, agents and employees, volunteers, and representatives are named as an additional insured and shall provide a waiver of subrogation in favor of Teacher College and affiliates. Such insurance shall be primary over other collectible insurance that may apply**

**Job description with project number(s) and Teachers College's "purchase order" number**

Please send all **Certificates of Insurance** and a **copy** of the **additional insured endorsement** to the Risk Management and Insurance, Teachers College, Columbia University, 525 W. 120<sup>th</sup> Street – Box 30, New York, NY 10027. Electronic copy of the Certificate of Insurance is acceptable in lieu of direct mail. Please send it to [kaplan@tc.edu](mailto:kaplan@tc.edu) and include the following within the subject line: **"CERTIFICATE OF INSURANCE"** with the policy expiration date and the Vendor's name (ABC).