



Office of Risk Management

CONTRACT INSURANCE REQUIREMENTS

After the award and prior to the start of work, Consultant/Contractor/Vendor (“Consultant”) 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. See Certificate of Insurance section below for additional information.**

All Consultants 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:**

If Consultant is a company:

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 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 Teachers College Columbia University, their affiliates, trustees, officers, agents and employees, volunteers, and representatives.**

If Consultant uses vehicle(s) to perform services:

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 a waiver of subrogation shall be provided in favor of Teachers College Columbia University, their affiliates, 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

If Consultant’s services extend to the premises of the College or any third party in contract with the College:

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 a waiver of subrogation shall be provided in favor of Teachers College Columbia University, their affiliates, 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.

If Consultant is unable to meet the Automobile Liability and Commercial General Liability requirements above:

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.

If Consultant is delivering a work product:

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.

If Consultant is developing a website or working with the College's electronic data or network:

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.

If Consultant is required to maintain a professional designation or license, such as an architect or an engineer:

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.

If Consultant works with children:

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

If Consultant works with property or funds of the College:

CRIME / EMPLOYEE DISHONESTY INSURANCE: Must maintain coverage for employee dishonesty, loss of money and securities and other tangible property belonging to College resulting directly from a fraudulent or dishonest act by a Consultant employee, while performing Consultant’s professional services for the College 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.

If Consultant works with poisonous substance, chemical waste or pesticide:

CHEMICAL WASTE AND PESTICIDE DISPOSAL CONTRACTORS: Must maintain Commercial

General Liability insurance with a minimum combined single limit 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.

If Consultant works with Asbestos:

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.

If Consultant provides bussing or transportation services:

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.

ADDITIONAL INSURANCE OBLIGATION: The amount and coverage of such Consultant's insurance shall not limit or expand Consultant'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 Consultant.

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 Consultant's obligation to indemnify **Teachers College Columbia University, their affiliates, trustees, officers, agents and employees, volunteers, and representatives**, or to Consultant's obligation to provide insurance, nor shall it operate to limit or reduce the payment of proceeds from any insurance coverage that Consultant is obligated to furnish under this Agreement.

CERTIFICATE OF INSURANCE REQUIREMENT: All certificates shall contain the provision that the insurance shall not be canceled 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 Consultants, all certificates of insurance should be provided along with the signed contract and a copy of the Additional Insured Endorsement.**

All certificates 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 a waiver of subrogation shall be provided in favor of Teachers College Columbia University 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 Office of Risk Management , Teachers College, Columbia University, 525 W. 120th 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 controllers_office@tc.columbia.edu and include the following within the subject line: **"CERTIFICATE OF INSURANCE" with the policy expiration date and the Consultant's name (ABC).**