

SYRACUSE UNIVERSITY
Contractor Insurance Requirements

The Contractor shall provide, maintain and deliver during the term of this Agreement the following insurance with at least the minimum coverages and limits indicated below:

1. Workers' Compensation Insurance
Workers' Compensation and Employers' Liability insurance as required under the laws of the State of New York.
2. Disability Insurance
Disability insurance as required under the laws of the State of New York.
3. Commercial General Liability and Property Damage Insurance
Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard, and shall be maintained for one (1) year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less. The limits of such insurance shall not be less than:
 - a. \$1,000,000 each Occurrence
 - b. \$2,000,000 aggregate for products and completed operations
 - c. \$2,000,000 general aggregate limit, which shall apply separately and be reinstated annuallyThe policy shall not contain any exclusions directed toward any types of projects, materials or processes involved in the Work. Coverage shall conform with the following additional requirements:
 - a. Contractual Liability to cover liability assumed under the agreement;
 - b. Coverage for explosion, collapse and underground hazards, if such exposure exists;
 - c. No pollution exclusion broader than form CG 21 55; and
 - d. No professional liability exclusion broader than form CG 22 79.
 - e. The policy shall contain no labor law exclusion.
4. Automobile Liability Insurance
Automobile liability insurance covering owned, non-owned, and hired vehicles, with limits of not less than:

\$1,000,000 combined single limit for bodily injury and property damage.
5. Umbrella Liability Insurance
Umbrella/Excess Liability Insurance written on an occurrence basis in excess of the underlying insurance identified in paragraphs 3 and 4 above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a "drop-down" and "following form" basis, with only such exceptions as Owner shall expressly approve in writing. The amounts of insurance required in subparagraphs 3 and 4 and this paragraph 5 may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this Section.

The umbrella/excess liability insurance shall have limits not less than the following and be maintained for one (1) year following completion:

\$10,000,000 Any one occurrence and annually reinstating General Aggregate and Aggregate Products/Completed Operations.

\$25,000,000 Any one occurrence and annually reinstating General Aggregate; and Aggregate Products/Completed Operations
6. Property Insurance
In accordance with (a) or (b) below, whichever is applicable, Property insurance shall be maintained upon the entire work to the full insurable value of the construction cost thereof as more fully described in Sub-Paragraph 11.3.1 of the General Conditions of the Contract for Construction, as amended. This insurance shall specifically insure against the risk of fire and extend coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
 - (a) In projects where there is no Construction Manager, the Contractor shall provide and maintain the Property insurance in accordance with the requirements of Article 11 of the General Conditions of the Contract for Construction.
 - (b) In projects where there is a Construction Manager, the Construction Manager shall provide and maintain the Property insurance in accordance with the requirements of Article 11 of the General Conditions of the Contract for Construction.

- If checked in the preceding box, the Contractor shall also provide a Property insurance policy providing coverage as detailed below.
- Builder's Risk Insurance:** Contractor shall provide an "All Risk" builders risk insurance policy for fire, flood, earthquake, terrorism, testing of mechanical or electrical devices and extended coverages, on all the Premises and Improvements. The policy shall include Contractor and subcontractors as named insureds and Owner, as its interest may appear. The amount of insurance shall be 100% of full replacement cost. The policy shall contain a Consent of Occupancy endorsement, a waiver of subrogation clause in the form required by Section 11.3.7.
 - Installation Floater:** Contractor shall provide an "All Risk" installation floater policy, on a replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. The policy shall be in an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders. The policy shall include Contractor and subcontractors as named insureds and Owner, as its interest may appear. The policy shall contain a Consent of Occupancy endorsement, a waiver of subrogation clause in the form required by Section 11.3.7.

6. **Sub-Contractors Insurance**

Sub-Contractors are required to meet all items outlined in sections 1-4. Sub-contractors are required by the University to provide \$5,000,000 of Umbrella Liability, for any one occurrence and annually reinstating General Aggregate and Aggregate Products/Completed Operations to be maintained for 1 year following completion. It is at the discretion of the Primary Contractor to require any or all subcontractors to meet the Umbrella Liability as required of the Primary Contractor.

The policies required by paragraph 3 and 4 above and the umbrella policy, shall name the University and the architect and architect's consultants as an additional insured with respect to the University's project name and number to which these Insurance Requirements pertain. The above policies shall be primary and non-contributory insurance ahead of any insurance carried by the University with respect to the Project.

This insurance shall be placed with insurance companies authorized to do business in New York State and rated at least A-minus by Best's Key Rating Guide, with a financial category of VIII or higher.

The Contractor shall file with the University certificates, evidencing the required insurance. **The certificate holder shall be:**
Syracuse University
621 Skytop Road, Suite 100
Syracuse, NY 13244

The certificate will not be acceptable to the University if there is a disclaimer to the validity of this coverage unless a copy of the actual policy endorsement accompanies the certificate. Additional insured status must be provided on ISO forms CG 20 10 and CG 20 37, naming the University and the architect and architect's consultants as an additional insured (using ISO endorsement CG 20 32 07 04 or is equivalent) with respect to the University's project name and number and stating that the policies shall be primary and non-contributory ahead of any other insurance carried by the University. If any of the insurance policies required in paragraph 1 – 6 include deductibles or self-insured retentions, satisfaction of the deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

A Certificate of Insurance which states "ATIMA" or "As Their Interests May Appear" will not be accepted.