

STANFORD UNIVERSITY SUPPLIER INSURANCE GUIDELINES

Contractor/Consultant shall not commence Services until it has obtained all of the required insurance, set forth below, and such insurance has been approved by University/Owner. Contractor/Consultant shall not allow any subcontractor/subconsultant to commence Services under a subcontract until the subcontractor/subconsultant has obtained all of the required insurance policies, set forth below, or Contractor/Consultant has insured the subcontractor/subconsultant under its own insurance policies.

10.1 Insurance required shall be:

10.1.1 Commercial General Liability (bodily injury, property damage, and personal injury) insurance, with a single limit of not less than \$2,000,000 for a single occurrence.

10.1.2 Automobile Liability insurance (bodily injury, property damage and personal injury), with a combined single limit of not less than \$1,000,000 for all owned, non-owned, and hired vehicles.

10.2 Commercial General Liability and Automobile Liability insurance shall include the following provisions:

10.2.1 For projects at the University: The Board of Trustees of the Leland Stanford Junior University, its officers, agents, representatives, students, employees and volunteers, shall be included as additional insureds, by endorsement.

10.2.2 For projects at Stanford Hospital and Clinics: In addition to those listed in paragraph 10.1.2 above, Stanford Hospital and Clinics, its Board of Directors, its officers, agents, representatives, students, employees, and volunteers shall be included as additional insureds, by endorsement.

10.2.3 The Contractor's/Consultant's insurance shall be primary coverage, Stanford University and/or Stanford Hospital and Clinics insurance or self-insurance shall be excess and noncontributory.

10.2.4 Thirty (30) days prior written notice of cancellation or material change in the insurance must be given to University/Owner.

10.2.5 Contractor/Consultant and Contractor's/Consultant's insurance companies waive their rights to subrogation against the above named insureds, by endorsement.

10.3 Worker's Compensation insurance and employer's liability insurance covering all persons whom the Contractor/Consultant may employ in carrying out the Services hereunder. Worker's Compensation insurance will be in accordance with the Worker's Compensation Law of the State of California.

10.4 The insurance arranged by the Contractor/Consultant and subcontractor(s) or subconsultant(s) shall include contractual liability insurance insuring the indemnity clause of Stanford's Agreement of Purchase Order.

Prior to the commencement of Services, the Contractor/Consultant shall furnish the University the

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insurance documents for all insurance required in the preceding paragraphs. The Certificate Holder for each certificate shall read as follows: **“The Board of Trustees of the Leland Stanford Junior University, 3145 Porter Drive, Building F, Palo Alto, CA 94304-8440, ATTN: Procure-To-Pay”**

For Design or Technical Services:

Add:

10.1.3 Professional Errors and Omissions Liability Insurance with limits not less than \$1,000,000.

For Painting Services:

Add:

10.1.3 Pollution/Environmental Impairment Liability insurance (including cleanup costs) with limits of not less than \$1,000,000.00 per claim and \$2,000,000 annual aggregate for liability resulting in Bodily Injury or Property damage arising out of the work or services to be performed for Stanford University. Coverage shall be provided for both work performed on site, as well as during the transport of lead-based paint.

Replace 10.2 with:

10.2 Commercial General Liability, Automobile Liability, and Pollution/Environmental Impairment Liability insurance shall include the following provisions:

For Elevator Services:

Replace 10.1.1 with:

10.1 Commercial General Liability (bodily injury, property damage, and personal injury) insurance, with a single limit of not less than \$10,000,000 for a single occurrence.

Replace 10.3 with:

10.3 Worker's Compensation insurance and Employer's Liability insurance covering all persons whom the Contractor/Consultant may employ in carrying out the Services hereunder. Worker's Compensation insurance will be in accordance with the Worker's Compensation Law of the State of California. Employer's Liability coverage shall be provided with limits not less than:

\$2,000,000.00 Bodily Injury by Accident – Each Accident
\$2,000,000.00 Bodily Injury by Disease – Policy Limit
\$2,000,000.00 Bodily Injury by Disease – Each Employee

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For Asbestos Abatement and Other Hazardous Waste Handling Services:

Replace 10.1.2 with:

10.1.2 Business Automobile Liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage for all owned, non-owned and hired vehicles. The Business Automobile Liability policy shall be endorsed to delete pollution related exclusions (including lead and asbestos). If Agreement requires transporting asbestos or other hazardous materials, an MCS 90 endorsement with limits of not less than \$5,000,000 must be provided to the University/Owner. Without such coverage Contractor MAY NOT transport asbestos or other hazardous materials to and from the University.

Add:

10.1.3 Pollution/Environmental Impairment Liability insurance (including coverage for asbestos and cleanup costs) with limits of not less than \$2,000,000 per claim and \$4,000,000 annual aggregate for liability resulting in bodily injury or property damage arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials.

10.1.4 Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence for bodily injury and property damage liability, listing the required employer's liability, general liability, and Business Automobile Liability as underlying policies.

Replace 10.2 with:

10.2 Commercial General Liability, Automobile Liability, and Pollution/Environmental Impairment Liability insurance shall include the following provisions:

Replace 10.3 with:

10.3 Workers' Compensation and Employers' Liability insurance with statutory limits for workers' compensation and Employer's Liability limits not less than \$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 each disease including occupational disease.

For Large Construction Projects:

Replace 10.1.1 and 10.1.2 with:

10.1.1 Commercial General Liability (bodily injury, property damage, and personal injury insurance, with a single limit of not less than \$_____ for a single occurrence. (The appropriate amount will be determined by the Contracts Group, based on the overall Construction Project cost, however the lowest requirement shall be \$2,000,000.)

10.1.2 Automobile Liability insurance (bodily injury, property damage and personal injury), with a combined single limit of not less than \$2,000,000 for all owned, non-owned, and hired

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vehicles.

Add:

- 10.1.3 Umbrella/Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage liability, listing the required employer's liability, general liability, and automobile liability as underlying policies.

For Recycling, Disposal and Transport of Gas Cylinders:

Add:

- 10.1.3 Pollution/Environmental Impairment Liability insurance (including cleanup costs) with limits of not less than \$1,000,000.00 per claim and \$2,000,000 annual aggregate for liability resulting in bodily injury or property damage arising out of the work or services to be performed for Stanford University. Coverage shall be provided for both services performed on site, as well as during the transport of the gas cylinders.

Replace 10.2 with:

- 10.2 Commercial General Liability, Automobile Liability, and Pollution/Environmental Impairment Liability insurance shall include the following provisions:

For Charter Services:

Replace 10.1.1 and 10.1.2 with:

- 10.1.1 Commercial General Liability (bodily injury, property damage, and personal injury) insurance, with a single limit of not less than \$2,000,000 for a single occurrence.
- 10.1.2 Automobile Liability insurance (bodily injury, property damage and personal injury), with a combined single limit of not less than \$10,000,000 per vehicle for all owned, non-owned, and hired vehicles.

Could Add:

- 10.1.3 Umbrella/Excess Liability insurance "follow-form" for the above coverage to supplement the deficiency. The coverage limit is per occurrence for bodily injury and property damage liability, listing the required employer's liability, general liability, and automobile liability as underlying policies.

For Eatery Operators Serving Alcoholic Beverages:

Replace 10.1.1 with:

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10.1.1 Comprehensive General liability insurance (bodily injury, property damage and personal injury), with the following coverage:

- A. For injury to one person \$2,000,000
- B. For injuries arising out of any single accident or occurrence \$2,000,000
- C. For property damage \$2,000,000

Add:

10.1.3 Liquor Liability insurance coverage with a limit of not less than \$5,000,000. The Liquor Liability coverage shall be either (i) separate liquor liability, or (ii) a liquor liability endorsement to the comprehensive public liability policy.

10.1.4 Personal Property Insurance covering property and contents (including food and beverage) of the University or the Operator.

Replace 10.2 with:

Commercial General Liability, Automobile Liability, and Liquor Liability insurance shall include the following provisions: