



**NORTHERN
ARIZONA
UNIVERSITY**

Department of Safety & Environmental Services

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Flagstaff, AZ 86011

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THE CONTRACTOR SHALL PROVIDE NORTHERN ARIZONA UNIVERSITY WITH A **CERTIFICATE OF INSURANCE** PRIOR TO THE COMMENCEMENT OF THE CONTRACT/AGREEMENT.

Certificate shall include the following minimum insurance coverages (please refer to the attached *Insurance Requirements* for further clarification of required, minimum insurance coverages):

- The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, and rated at least an **A-, VII (7)** in the current *AM BEST KEY RATING GUIDE*

- **Commercial General Liability** Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability - Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000

 - The policy shall be endorsed to add the State of Arizona, The Arizona Board of Regents, and Northern Arizona University as **ADDITIONAL INSURED**S.
 - The policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, and Northern Arizona University for losses arising from work or activities performed by or on behalf of this agreement.

- **Commercial Automobile Liability** of \$1,000,000 minimum combined single limit (CSL) each occurrence.
 Declarations to include Symbol One (ANY AUTO) applicable to claims arising from bodily injury, death, or property damage arising out of the ownership, maintenance or use of any auto.
 - The policy shall be endorsed to add the State of Arizona, The Arizona Board of Regents, and Northern Arizona University as **ADDITIONAL INSURED**S.

- **Workers' Compensation** coverage for all employees which meets Arizona statutory benefits; including **Employers Liability** with minimum limits of \$500,000 each accident, \$500,000 each employee/disease, \$1,000,000 policy limit/disease. Additional insured is not required.
 - The policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, and Northern Arizona University for losses arising from work or activities performed by or on behalf of this agreement

Certificate of Insurance Requirements

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- **Certificate Holder:** Northern Arizona University shall be named as the certificate holder.
- **Additional Insureds:** The certificate shall name Northern Arizona University, The Arizona Board of Regents, and The State of Arizona as additional insureds for General Liability and Automobile Liability.
- The following statement shall be included: "The coverage afforded under this certificate shall be primary and any insurance carried by Northern Arizona University, The Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance to that provided by the named insured."
- The following statement shall be included: "Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to Northern Arizona University.
- Commercial General Liability and Worker's Compensation Policies shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work or activities performed by or on behalf of the Contractor/User/Vendor.

General Information

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, and rated at least an **A-, VII (7)** in the current **AM Best Key Rating Guide**.

Commercial General Liability: The policy shall include coverage for: Bodily Injury; Broad Form Property Damage (including completed operations); Personal injury; Blanket Contractual liability; Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation, or termination of the services or work defined in this contract; Fire Legal Liability; Liquor Liability (if applicable). The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

Commercial Automobile Liability: Declarations to include Symbol One (ANY AUTO) applicable to claims arising from bodily injury or property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."

Worker's Compensation and Employer's Liability: Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Northern Arizona University, Environmental Health and Safety, Box 4067, Flagstaff, AZ 86011)** and shall be sent by certified mail, return receipt requested.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to **(Northern Arizona University, Environmental Health and Safety, Box 4067, Flagstaff, AZ 86011)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona and/or Northern Arizona University reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.