

Insurance Requirements

Prior to the beginning of and throughout the duration of the Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below. CONTRACTOR shall submit Certificates of Insurance for the District's review and acceptance. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the District.

No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR hereunder.

• **Commercial General Liability**

(Use this requirement in all contracts)

- a. CONTRACTOR shall provide Commercial General Liability insurance covering claims for Bodily, Injury, Personal and Advertising Injury, and Property Damage on a policy form that provides coverage at least as broad as coverage provided under the Insurance Services Office (ISO) form CG 00 01, and that includes, but is not limited to, the coverage limits and coverage provisions outlined below.
- b. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following:

| | |
|-------------|--|
| \$2,000,000 | per Occurrence; |
| \$4,000,000 | Aggregate Liability. |
| \$2,000,000 | General Aggregate; |
| \$2,000,000 | Products - Completed Operations Aggregate. |

- c. Coverage must be on an "occurrence" basis.
- d. Coverage must be included for "products-completed operations" without any "prior work" coverage limitation or exclusion applicable to any Services to be performed under this Agreement.
- e. Contractual Liability coverage at least as broad as coverage provided by the ISO CG 00 01 policy form must be included. .

- f. To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers, and employees must be covered as *Additional Insureds* on a primary and noncontributory basis. The additional insureds must be covered for:
 - i. Liability arising out of any premises or property utilized for any Services performed under this Agreement, and
 - ii. Liability arising out of or related to this Agreement, including any Services performed hereunder by or on behalf of CONTRACTOR, and
 - iii. Products and completed operations of CONTRACTOR.

A severability of interests provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

Worker's Compensation and Employer's Liability

(Use this requirement in all contracts)

Workers' Compensation coverage shall be on a state-approved policy form providing statutory benefits as required by law and Employer's Liability coverage with limits no less than \$1,000,000 per accident or disease for all covered losses. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide a Certificate of Consent to Self-Insure from the California Department of Industrial Relations confirming CONTRACTOR's self-insured status. Such self-insurance shall meet the minimum limit requirements and waive subrogation rights in favor of the District as stated below. If the CONTRACTOR is a sole proprietorship or partnership, with no employees, and is exempt from carrying Workers Compensation insurance, CONTRACTOR must submit a letter to the District stating that he/she is either the owner of the entity or a partner of the entity performing the Services, and is exempt from the State of California's Workers Compensation requirements because he/she has no employees.

CONTRACTOR and its Workers' Compensation insurance must waive any rights of subrogation against the District and its directors, officers, officials, agents, volunteers, and employees, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).