



CONTRACT INSURANCE REQUIREMENTS

Listed below are insurance requirements by Contract type with District ("District").

Without limiting the Contractor/Consultant's indemnification of the District, the Contractor/Consultant shall provide and maintain at its own expense, and for the duration of the contract, the insurance coverages and provisions listed below. Contractor/Consultant shall supply the District with proof that Contractor/Consultant is covered by the following insurance during the term of the Contract. No Work is to begin until the Contractor/Consultant delivers Certificates of Insurance to the District Representative evidencing insurance policies/coverages required by the Contract.

| CONTRACT TYPE | REQUIREMENTS |
|--|--|
| INDEPENDENT CONTRACTOR AGREEMENT (ICA) PUBLIC WORKS AGREEMENT (PWA) | 1. <u>COMMERCIAL GENERAL LIABILITY (CGL)</u> (including Bodily Injury or Death and Property Damage) with a combined single limit for Bodily Injury and Property Damage no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. <i>* ADDITIONAL INSURED ENDORSEMENT pages naming the District as additional insured is REQUIRED.</i> 2. <u>COMMERCIAL AUTOMOBILE LIABILITY</u> (including owned, non-owned, and hired vehicles) with minimum limit of \$1,000,000 per occurrence. 3. <u>WORKERS' COMPENSATION</u>: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease provided that Consultant has employees as defined by the California Labor Code. |
| PROFESSIONAL SERVICES AGREEMENT (PSA) | IN ADDITION TO THE ABOVE: 1. <u>PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)</u> Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 2. <u>CYBER LIABILITY</u> Cyber Liability insurance with limits not less than \$1,000,000 per occurrence or claim/ \$5,000,000 in the aggregate. |

*** ADDITIONAL INSURED ENDORSEMENT:** THE CONTRACTOR/CONSULTANT MUST PROVIDE THE DISTRICT WITH A COPY OF THEIR POLICY'S ADDITIONAL INSURED ENDORSEMENT. THE ENDORSEMENT COPY MUST REFERENCE THE POLICY NUMBER OF THE GENERAL LIABILITY INSURANCE. THE CERTIFICATE OF INSURANCE ALONE, EVEN WITH THE REQUIRED LANGUAGE, IS NOT SUFFICIENT.

The District, its trustees, officers, agents, employees and volunteers are to be covered as Additional Insureds under the Commercial General Liability policy. The following additional insured language is required in the Description of Operations box of the COI or the Endorsement:

"GAVILAN JOINT COMMUNITY COLLEGE DISTRICT, ITS TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY, ARE NAMED AS ADDITIONAL INSUREDS ON GENERAL LIABILITY POLICY AS PER ATTACHED ENDORSEMENT."

CERTIFICATE HOLDER: Certificate Holder shall read:

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
5055 SANTA TERESA BOULEVARD
GILROY, CA 95020

ⁱ If the Contractor/Consultant does not have Commercial Auto Insurance, District may accept a copy of the Declarations page from the Contractor/Consultant's personal auto policy as proof of auto liability coverage. The District will not accept the copy of an insurance card as proof of coverage. If the Contractor/Consultant is working remotely, the District may waive proof of auto liability coverage at its discretion.

ⁱⁱ If the Contractor/Consultant does not carry Worker's Compensation coverage because he/she believes he/she is exempt, the Contractor/Consultant must provide District with a dated, written, and signed statement on company letterhead stating the reason why the Contractor/Consultant is not carrying the coverage. For example, the Contractor/Consultant can state that he/she "does not have any employees and is not required to carry worker's compensation insurance under California law."

ⁱⁱⁱ Cyber Liability insurance is required if the Consultant is providing technology-based services such as portals that allow access to obtain, use or store data; cloud hosting services; software or hardware; programming or other IT services and products. The District will advise Consultant if cyber liability coverage is required based upon the services involved.

1. **PRIMARY COVERAGE:** Insurance afforded by the additional insured endorsement must be primary and any other insurance or self-insurance available maintained by the District, its officers, agents, employees and volunteers shall be excess only and not contributing with the insurance provided by this policy. The inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.
2. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
3. **ACCEPTABILITY OF INSURER:** Insurance must be placed with an admitted insurance carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A.M. Best's Insurance Rating Guide; unless otherwise acceptable to the District.
4. **SPECIAL RISKS OR CIRCUMSTANCES:** District reserves the right to modify these requirements, including limits and additional coverages, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

COI Reference Guide

This is an example of a Certificate of Insurance (COI). Below is an explanation of the different components and coverage requirements.

Vendor name and address

General Liability Policy Number. This number must be referenced on the endorsement pages.

Types of required insurance coverages:
 -General Liability
 -Automobile Liability
 -Worker's Compensation
 -Professional Liability - applicable to PSA contracts only.

Refer to [Insurance Requirements](#)

Expiration date of policy. Ensure that the COI is current and not expired.

Required verbiage for Description of Operations box. Must read exactly as shown. Include name of project if applicable.

Certificate Holder must be the District and District Office address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Midwest Limited
1411 Opus Place, Suite 450
Downers Grove IL 60515

CONTACT NAME:
PHONE (A/C No. Ext): 630-468-5600 FAX (A/C No.):
E-MAIL ADDRESS: CSUConstruction@hubinternational.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Liberty Mutual Fire Insurance Company | 23035 |
| INSURER B: Navigators Specialty Insurance Company | 36056 |
| INSURER C: American Guarantee & Liability Insurance Company | 26247 |
| INSURER D: LM Insurance Corporation | 33600 |
| INSURER E: Starr Indemnity and Liability | 38318 |
| INSURER F: Liberty Insurance Corporation | 42404 |

Pretend Advisory Services
200 Fake Ave.
Los Angeles, CA 90909

COVERAGES

CERTIFICATE NUMBER: 968708020

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------|---|-------------------------------------|-------------------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | EB2-641-435487-431 | 3/31/2021 | 3/31/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | AS2-641-435487-441 | 3/31/2021 | 3/31/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| UMB | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | LA21EXCZ04Q52IC AEC924243609 1000586973211 | 3/31/2021 3/31/2021 3/31/2021 | 3/31/2022 3/31/2022 3/31/2022 | EACH OCCURRENCE \$13,000,000 AGGREGATE \$13,000,000 |
| WCB | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WA5-64D-435487-391 (AOS) WA7-64D-435487-401 (MA) WC5-641-435487-411 (WI & MN) | 3/31/2021 3/31/2021 3/31/2021 | 3/31/2022 3/31/2022 3/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | Professional Liability | | | 3/31/21 | 3/31/22 | \$1,000,000 \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"GAVILAN JOINT COMMUNITY COLLEGE DISTRICT, ITS TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY, ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY POLICY AS PER ATTACHED ENDORSEMENT."

CERTIFICATE HOLDER

CANCELLATION

Gavilan Jt. Community College District
5055 Santa Teresa Blvd.
Gilroy CA 95020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage limits for each type of insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

Policy number of General Liability Policy from the Acord Page. Must be referenced on the endorsement pages.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|---|
| Any person or organization for whom you have agreed in a written contract or agreement prior to loss. | All locations where required by written contract or agreement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

This is an example of an endorsement page that names the District as additional insured. The COI Acord page (shown above) alone is not sufficient. The endorsement pages can vary in length from a few to many pages.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.