

### **ATTACHMENT NO. 3 - INSURANCE COVERAGE REQUIREMENTS**

**(This attachment may replace insurance coverage requirements within Independent Contractor Agreement)**

1. INDEPENDENT CONTRACTOR shall, at its sole cost and expense, purchase, and maintain during the term of this AGREEMENT, with insurance companies duly licensed and admitted by the State of California with a rating by Best's Insurance Rating Service of not less than AVII, policies of insurance which will protect INDEPENDENT CONTRACTOR and DISTRICT from claims which may arise out of or result from INDEPENDENT CONTRACTOR'S performance of this AGREEMENT or the PROJECT, whether by INDEPENDENT CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Commercial General Liability Insurance (Occurrence Form) with limits of not less than \$1,000,000.00 for each occurrence, \$2,000,000.00 aggregate. \$1,000,000.00 products/completed operations aggregate; \$250,000.00 as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering the activities of INDEPENDENT CONTRACTOR under this AGREEMENT. This policy shall be endorsed to name DISTRICT and DISTRICT'S Board of Trustees, agents, and employees as additional insureds. Such endorsement shall be made on ISO Endorsement CG20 10 11 85 or other currently accepted ISO Endorsement form acceptable to DISTRICT.

(b) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this AGREEMENT whether said personnel are employed or contracted by INDEPENDENT CONTRACTOR.

(c) Employers Liability with a minimum limit of \$1,000,000.00 per accident covering all INDEPENDENT CONTRACTOR or their agents' personnel employed on the premises during the term of this AGREEMENT with a minimum combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

(c) Business Auto Liability Insurance covering the ownership, maintenance or use of all owned, non-owned, and hired vehicles used in connection with the performance of this AGREEMENT with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than \$1,000,000.00 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

(d) Professional Liability Insurance, including Contractual Liability, with limits of \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five years thereafter. In the event INDEPENDENT CONTRACTOR subcontracts or assigns any portion of its duties, it shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

(e) Each policy of insurance required in (a), (c), and (d) above shall name DISTRICT and its trustees, officers, agents, and employees as additional insureds; shall state that, with respect to the operations of INDEPENDENT CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributing with such primary insurance, shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, and shall waive all rights of subrogation against DISTRICT and its' trustees, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross liability or severability of interest clause.

(f) INDEPENDENT CONTRACTOR is responsible for payment of any and all premiums, deductibles or self-insured retentions, and adjustment for losses on policies pursuant to this AGREEMENT.

2. INDEPENDENT CONTRACTOR shall notify DISTRICT in the event of material change in, cancellation of, or failure to renew each policy. Prior to commencing work, INDEPENDENT CONTRACTOR shall deliver to DISTRICT certificates of insurance and additional insured endorsements as evidence of compliance with the requirements herein to be attached to the INDEPENDENT CONTRACTOR AGREEMENT as Attachment No. 3, or the AGREEMENT will automatically be cancelled. Not less than five (5) days prior to the expiration date of each insurance policy, INDEPENDENT CONTRACTOR shall deliver to DISTRICT a new certificate and endorsement in accordance with the required coverage limits set forth herein..