

EXHIBIT F  
**INSURANCE REQUIREMENTS**

1. INSURANCE REQUIREMENTS

## **INSURANCE REQUIREMENTS**

### **1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS**

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The CONSULTANT understands that, as an independent contractor, CONSULTANT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The CONSULTANT shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers or others not covered by the CONSULTANT's workers compensation coverage to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that workers compensation insurance is not provided by the DISTRICT, and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

### **1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS**

If the CONSULTANT is a self-employed individual, the CONSULTANT agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

### **1.3 COMPREHENSIVE GENERAL LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Comprehensive General Liability with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

#### **1.4 AUTOMOBILE LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Automobile Liability with a limit of not less than \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Coverage shall include Automobile Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.5 PROFESSIONAL LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability with a limit of not less than \$1,000,000 per claim / \$2,000,000 Aggregate, Errors and Omissions Insurance or Professional Liability (5 year discovery and reporting tail period coverage) . The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.6 WORKERS COMPENSATION/EMPLOYER'S LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Employer's Liability with a limit of not less than \$1,000,000. The CONSULTANT shall provide the DISTRICT a Certificate of Insurance indicating "statutory" limits. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.7 SEXUAL ABUSE/MOLESTATION**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy with a limit of not less than \$1,000,000 Sexual Abuse Injury Limit of Insurance. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.8 SELF INSURED**

In any instance in which successful proposer choose to self-insure the amount of the retained limit or the underlying policy limits, the assured, as self-insurer, has the same duties and obligations as above. The self-insured entity represents that it currently holds coverage in the amounts as required herein. Any deductibles or self-insured retentions must be declared to and approved by the District. District shall guarantee that, at the option of the District, either: (1) the self-insurer shall eliminate such deductibles or self- insured retentions in respects to the District, its Buyers, officers, employees, agents and volunteers; or (2) the self-insurer shall procure a bond

guaranteeing payment of losses and related investigation costs, claims, administrative and defense expenses.

## **1.9 INSURANCE TERMS AND CONDITIONS**

The commercial General Liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- b. Waiver of Subrogation. Insurance policies shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by Consultant's insurance. Insurance policies shall contain provisions requiring the insurance carriers to waive their rights of subrogation against District, all additional insureds, and other insurance carriers for the Work. These waivers of subrogation rights shall extend to the officers, directors, employees licensors, and agents of the party. Program Manager shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds.
- c. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."
- e. Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Program Manager shall be called upon to contribute to a loss covered by insurance for the named insured.
- f. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees or consultants may be held responsible for payment of damages resulting from their operations.
- g. If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.
- h. CERTIFICATE HOLDER shall read as: Facilities Department, San Bernardino City Unified School District, 777 F Street, San Bernardino, CA 92410.

- i. All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

### **1.10 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the CONSULTANT's services herein, the CONSULTANT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

### **1.11 ADDITIONAL NAMED INSUREDS**

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

### **1.12 WAIVER OF SUBROGATION RIGHTS**

CONSULTANT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, consultants, contractors and subcontractors.

### **1.13 POLICIES PRIMARY AND NON-CONTRIBUTORY**

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

### **1.14 INSURANCE REVIEW**

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that

heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.