



SAN JOSÉ · EVERGREEN
Community College District

INSURANCE REQUIREMENTS FOR PUBLIC WORKS

SEE THE INSURANCE REQUIREMENTS as specified in either:

- Bid Document 00 73 10 Section 3
- Public Works Maintenance Less Than \$60,000 (PWM60) Contract Section 4.

Additionally, please see below for instructions for preparation of the Certificate of Insurance:

Without limiting CONTRACTOR'S indemnification of the District, CONTRACTOR shall provide and maintain in force at its own expense, throughout the term of this Agreement, the following insurance coverages and provisions:

1. **Commercial General Liability** insurance, with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate per project or location; combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations;
2. **Commercial Automobile Liability** insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles;
3. **Workers' Compensation** (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
4. **Builder's Risk Insurance** with coverage for the full insurable value of the Work. Coverage for the perils of earthquakes is not to be included within the scope of coverage under the Builder's Risk Insurance Policy.
NOTE: The requirement that the Contractor provide Builder's Risk insurance does NOT apply if the value of the contract is less than \$250,000.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this Agreement.

All insurance must be issued by 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 – or otherwise acceptable to the DISTRICT.

The Certificate Holder shall read:

San Jose Evergreen Community College District
40 South Market St.
San Jose, CA 95113

The Description of Operations shall read and shall name the DISTRICT as Additional Insured, as follows:

{Project Name & Number}

“San Jose Evergreen 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.”

Such insurance shall be primary to any other insurance or self- insurance available to the Additional Insureds, and other insurance maintained by the District, its officers, agents and employees shall be excess only and not contributing. The inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

An Endorsement Page referencing the policy number of the General Liability insurance must be attached to the Certificate of Insurance.

CONTRACTOR shall not commence work under this Agreement until proof of required insurance has been obtained and approved.

COI renewals must be submitted via email to: insurance.certificates@sjeccd.edu