



CONTRACT INSURANCE REQUIREMENTS

Listed below are insurance requirements by Contract type with San Jose Evergreen Community College 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
<p>INDEPENDENT CONTRACTOR AGREEMENT (ICA)</p> <p>PUBLIC WORKS AGREEMENT (PWA)</p>	<p>1. COMMERCIAL GENERAL LIABILITY (CGL) (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></p> <p>2. COMMERCIAL AUTOMOBILE LIABILITY (including owned, non-owned, and hired vehicles) with minimum limit of \$1,000,000 per occurrence.</p> <p>3. WORKERS' COMPENSATION: 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.</p>
<p>PROFESSIONAL SERVICES AGREEMENT (PSA)</p>	<p>IN ADDITION TO THE ABOVE:</p> <p>1. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.</p> <p>2. CYBER LIABILITY Cyber Liability insurance with limits not less than \$1,000,000 per occurrence or claim/ \$5,000,000 in the aggregate.</p>

*** 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:

"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."

CERTIFICATE HOLDER: Certificate Holder shall read:

**SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT
40 SOUTH MARKET ST.
SAN JOSE, CA 95113**

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 RENEWALS: SUBMIT COI RENEWALS TO INSURANCE.CERTIFICATES@SJECCD.EDU.