

CVUSD INSURANCE
GUIDELINES AND
INSURANCE
REQUIREMENTS
MATRIX

June 2018

CVUSD Insurance Guidelines

These general requirements should be incorporated into every contract and should not be waived without consulting with [Risk Manager](#).

District requires that all insurers:

- 1) Be licensed or approved to do business within the State of California.
- 2) Write required insurance on an “occurrence” basis (Professional Liability and Pollution Liability are acceptable written on a “claims-made” basis.)
- 3) District and its Board, Officers, employees, agents, and volunteers as “Additional Insureds” on General Liability and other policies as specified by the contract.
- 4) Possess a minimum A.M. Best’s Insurance Guide rating of A VII A.M. Best rating is composed of two parts: The letter denotes the company’s financial strength level (see chart in appendix) and the Roman Numeral denotes financial size.
- 5) Provide a completed Certificate of Insurance containing the following information:
 - Name, address, phone number, and fax number of agent/broker
 - Name of insurance company(ies) and policy number(s)
 - Policy Period
 - Name and address of insured
 - Description of coverage(s)
 - Policy Limits

Special instructions or terms of coverage (for example: addition of District as additional insured, waivers of subrogation in favor of District, identification of project, or operations).

District listed as the certificate holder

Signature of the insurer’s agent/broker and date

- 6) District requires that all contractor policies provide coverage on a primary and non-contributory basis with any other insurance coverages and/or self-insurance available to (Name of School).
- 7) District requires the contractor to provide a renewal certificate at least 15 days prior to expiration.
- 8) District may also require that proof of Professional Liability and Pollution Liability coverages be provided for not less than three (3) years after the completion of a project if written on a claims-made basis.
- 9) The contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the contract.

District reserves the right to approve the security of the insurance company and the coverage terms and conditions. Failure of the Contractor to fully comply with these requirements during the term of the Contract will be considered a material breach of contract and will be cause for immediate termination of the Contract at the option of District.

Note: The size and scope of the contract and the potential exposure will dictate the minimum level of coverage required. Please see next few pages of this document for minimum insurance requirements reflected in the Insurance Requirement Matrix.

Should you have any questions, please do not hesitate to contact the District’s [Risk Management](#), Armond Sarkis, at (805) 498-4557 extension 165.

Insurance Requirements Matrix
(Recommended Minimum Amounts)

Ch.	Type of Contractor	Recommended Coverage	Minimum Coverage Limits	Certificate of Insurance	Additional Insured
1	Building Contractor/ Large Construction Projects	General Liability	\$2,000,000/\$5,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Workers' Compensation	Statutory	X	
		Employers Liability	\$1,000,000	Included	
		Pollution Liability	\$1,000,000/\$2,000,000	X	
		Bonds, Builders Risk, Installation Floater	Contract Value	X	
		Professional Liability	\$1,000,000/\$2,000,000	X	
2	Maintenance Contractors/Tradesmen (Painters, Plumbers, Landscapers, etc.)	General Liability	\$1,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Workers' Compensation	Statutory	X	
		Employers Liability	\$1,000,000	X	
		Installation Floater (if applicable)	Contract Value	X	
3	Environmental Contractors/Consultants	General Liability	\$1,000,000/\$2,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Workers' Compensation	Statutory	X	
		Contractor's Pollution Liability	\$1,000,000/\$2,000,000	X	
		Professional Liability: (engineer, architect, etc.)	\$1,000,000	X	

Insurance Requirements Matrix (cont'd)

Ch.	Type of Contractor	Recommended Coverage	Minimum Coverage Limits	Certificate of Insurance	Additional Insured
4	Consultants/Professional Services Providers: Architects, Auditors, Engineers, Attorneys, Physicians and Technology Providers	General Liability	\$1,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Professional Liability (other than Physician)	\$1,000,000	X	
		Medical Malpractice (physicians, dentist, etc.)	\$1,000,000	X	
		Workers Compensation	Statutory	X	
		Employers Liability	\$1,000,000	Included	
		Sexual Abuse or Molestation	\$1,000,000	X	
5	Suppliers and/or Vendors	General Liability	\$1,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Workers' Compensation	Statutory	X	
		Employers Liability	\$1,000,000	X	
6	Bus Contractors and/or Charter Bus	General Liability	\$1,000,000	X	X
		Automobile Liability	\$5,000,000	X	
		Workers Compensation	Statutory	X	
		Employers Liability	\$1,000,000	X	
		Sexual Abuse or Molestation	\$1,000,000	X	

Insurance Requirements Matrix (cont'd)

Ch.	Type of Contractor	Recommended Coverage	Minimum Coverage Limits	Certificate of Insurance	Additional Insured
7	Use of Facilities: Private Citizens, Organizations or Non-Business Groups	General Liability	\$1,000,000/\$2,000,000	X	X
		Sexual Abuse or Molestation	\$1,000,000/\$3,000,000		
8	Charter Schools	General Liability	\$5,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Workers Compensation	Statutory	X	
		Employers Liability	\$1,000,000	X	
		Sexual Abuse or Molestation	\$1,000,000/\$3,000,000	X	
		Property Insurance	Replacement Value	X	
9	Security Personnel	General Liability	\$1,000,000	X	X
		Automobile Liability	\$1,000,000	X	
		Workers' Compensation	Statutory	X	
		Professional Liability	\$1,000,000	X	

MAINTENANCE CONTRACTORS/ TRADESMAN

MINIMUM REQUIREMENTS

I. General Liability:

- A. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, and Completed Operations.
- B. Contractor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

II. Automobile Liability:

- A. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

III. Workers' Compensation/Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

IV. Installation Floater (if applicable)

- A. **Installation Floaters** are similar to Builders' Risk insurance policies in that they are designed to cover damage to material and equipment to be installed in an "existing building.

ENVIRONMENTAL CONTRACTORS AND/OR CONSULTANTS

MINIMUM REQUIREMENTS

I. General Liability:

- A. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- B. Contractor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

II. Automobile Liability:

- A. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

III. Workers' Compensation/Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

IV. Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability:

- A. \$1,000,000 each occurrence/\$2,000,000 policy aggregate, including Professional Liability if professional Pollution Liability and/or services are included under the contract.
- B. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Contractor's Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of three (3) years after contract completion.

V. Professional Liability: (auditor, engineer, architect, etc.)

- A. \$1,000,000 Errors & Omissions/Professional Liability.
- B. 30-day notice of intent to cancel, non-renew or make material change in coverage.

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- C. Executed Indemnity and Hold Harmless Agreement or similar provision should be included in the Service Contract.

NOTE: Indemnity Agreement for architects, engineers and landscape design in accordance with California Civil Code 2782.8.

Sample Indemnity Provision. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District its officials, officers, directors, employees, agents and volunteers from all liability arising out of, pertaining to or relating to, the negligence, acts, omissions, or willful misconduct of Consultant. Consultant's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- D. "Additional Insured" is not required.

CONSULTANTS
PROFESSIONAL SERVICE PROVIDERS

MINIMUM REQUIREMENTS

VI. General Liability:

- A. Commercial General Liability with a \$1,000,000 each occurrence, \$1,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- B. Contractor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

VII. Automobile Liability:

- A. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-day notice of intent to cancel, non-renew or make material change in coverage.

VIII. Workers' Compensation/Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

IX. Professional Liability: (auditor, engineer, architect, etc.)

- A. \$1,000,000 Errors & Omissions/Professional Liability.
- B. 30-day notice of intent to cancel, non-renew or make material change in coverage.
- C. Executed Indemnity and Hold Harmless Agreement or similar provision should be included in the Service Contract.

NOTE: Indemnity Agreement for architects, engineers and landscape design is in accordance with California Civil Code 2782.8.

Sample Provision. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District its officials, officers, directors, employees, agents and volunteers

from all liability arising out of, pertaining to or relating to, the negligence, acts, omissions, or willful misconduct of Consultant. Consultant's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

D. "Additional Insured" is not required.

I. Medical Malpractice: (physicians, dentists, psychologists)

A. \$1,000,000 Medical Malpractice Insurance.

B. 30-day notice of intent to cancel, non-renew or make material change in coverage.

a. Executed Indemnity and Hold Harmless Agreement or similar provisions should be included in the service contract.

b. "Additional Insured" is not required.

c. In certain circumstances, the following applies: General Liability and Automobile Liability with Combined Single Limits of Liability of \$1,000,000 each.

X. *Sexual Abuse or Molestation:

A. \$3,000,000 Sexual Abuse Injury Limit of Insurance.

B. All other requirements as provided under "General Liability (b through e)" above.

**Applicable when consultants are working with minors.*

SUPPLIERS AND/OR VENDORS

MINIMUM REQUIREMENTS

I. General Liability:

- A. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- B. Vendor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

II. Automobile Liability:

- A. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-day notice of intent to cancel, non-renew or make material change in coverage.

III. Workers' Compensation including Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.
- C. 30-day notice of intent to cancel, non-renew or make material changes in coverage.

USE OF FACILITIES

MINIMUM REQUIREMENTS

I. General Liability:

- A. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- B. Contractor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.
- F. Sports Associations must show evidence that their General Liability Policy contains Athletic Participant's Medical (Student Accident) coverage that will respond to injuries sustained by athletic participants.

SECURITY PERSONNEL

MINIMUM REQUIREMENTS

I. General Liability:

- A. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability for Bodily Injury, Personal and Advertising Injury and Property Damage. Such policy shall include coverage for assault and battery, false arrest and use of firearms (where applicable).
- B. Contractor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

II. Automobile Liability:

- A. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-day notice of intent to cancel, non-renew or make material change in coverage.

III. Workers' Compensation and Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. Employer's Liability, \$1,000,000.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

IV. Professional Liability:

- A. \$1,000,000 Errors & Omissions/Professional Liability.
- B. 30-day notice of intent to cancel, non-renew or make material change in coverage.
- C. Executed Indemnity and Hold Harmless Agreement or similar provision should be included in the Service Contract.