Insurance Requirements for Independent Contractors

Minimum Scope of Insurance

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

**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.

**Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. (If applicable – see footnote next page)

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**
The State of California, the Trustees of The California State University, California State University, your Campus and auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively “University”) are to be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance

**Primary Coverage**
For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as The State of California, the Trustees of The California State University, California State University, your Campus and auxiliary organization(s) and employees, officers, directors, volunteers and agents (collectively “University”). Any insurance or self-insurance maintained by the Campus, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation**
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Campus.
Waiver of Subrogation
Contractor hereby grants to Campus a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Campus by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Campus has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Campus.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage
Contractor shall furnish the Campus with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Campus before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Campus reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

If Contractor is unable to provide proof of insurance that meets the Campus’ minimum insurance requirements, the Business Unit can request a waiver by submitting the Independent Contractor Insurance Requirement Waiver Request Form along with the Scope of Work to Enterprise Risk Management (ERM). ERM will determine whether the insurance requirements can be waived.
CERTIFICATE OF INSURANCE

PRODUCER

Insurance Agent/Broker Name
Insurance Agent/Broker Address or P.O. Box
Insurance Agent/Broker City, State & Zip Code
Contact & Phone Number

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

NAMED INSURED

Lessee Name
Lessee Address
City, State & Zip Code

INSURERS AFFORDING COVERAGE

Insurer A: Name of Insurance Company
Insurer B: Name of Insurance Company (if applicable)
Insurer C: Name of Insurance Company (if applicable)
Insurer D: Name of Insurance Company (if applicable)
Insurer E: Name of Insurance Company (if applicable)

COVERAGES

THIS IS TO CERTIFY THAT THE INSURANCE POLICY LISTED BELOW HAS BEEN ISSUED TO THE ABOVE INSURED NAMED (EVENT HOLDER) FOR THE POLICY PERIOD INDICATED. THE INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES) UNLESS AMENDED AS DESCRIBED IN SPECIAL CONDITIONS.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>ADD'L INSURD</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>X</td>
<td>GENERAL LIABILITY</td>
<td>xx1234-567-890</td>
<td>xx/xx/20xx</td>
<td>xx/xx/20xx</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Each occurrence) $</td>
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<td>MED EXP (Any one person) $</td>
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<td>PERSONAL &amp; ADV INJURY $</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS – COMP/OP AGG $</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>xx123-4567-890</td>
<td>xx/xx/20xx</td>
<td>xx/xx/20xx</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>EXCESS/UMBRELLA LIABILITY</td>
<td>xx1234-567-890</td>
<td>xx/xx/20xx</td>
<td>xx/xx/20xx</td>
<td>EACH OCCURRENCE $</td>
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<td>AGGREGATE $</td>
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<td>D</td>
<td>X</td>
<td>WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td>xx999999</td>
<td>xx/xx/20xx</td>
<td>xx/xx/20xx</td>
<td>E.I. EACH ACCIDENT $1,000,000</td>
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<td>E.I. DISEASE – EA EMPLOYEE $1,000,000</td>
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<td>E.I. DISEAS – POLICY LIMIT $1,000,000</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED

CERTIFICATE HOLDER

San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE: (MM/DD/YYYY)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name of the Additional Insured Person(s) or Organization(s)</th>
<th>Location(s) of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>The State of California, the Trustees of the California State University, the San Francisco State University and the officers, employees, volunteers and agents of each of them.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A: Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded by such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B: With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.