ARTICLE 26. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

2601. MINIMUM INSURANCE REQUIREMENTS. Contractor/Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages 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/Consultant, his agents, representatives, employees or sub-contractors.

2602. COVERAGE. Coverage shall be at least as broad as the following:

a. **Commercial General Liability (CGL)** – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor/Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

c. **Workers' Compensation Insurance** – 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. **Waiver of Subrogation:** The Insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

d. **Professional Liability** – (Also known as Errors & Omission - *Technology Exposure) Insurance appropriates to the Contractor/Consultant profession, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

e. **Cyber Liability Insurance (Technology Professional Liability – Errors**

and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

2603. OTHER REQUIRED PROVISIONS. The general liability policy must contain, or be endorsed to contain, the following provisions:

a. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor/Consultant including materials, parts or equipment furnished in connection with such work or operations.

b. **Primary Coverage:** For any claims related to this project, the Contractor/Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees and authorized volunteers shall be excess of the Contractor/Consultant's insurance and shall not contribute with it.

2604. NOTICE OF CANCELLATION. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

2605. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

2606. VERIFICATION OF COVERAGE. Contractor/Consultant shall furnish the District with 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 District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor/Consultant's obligation to provide them. The District reserves the right to require

complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.