

## APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated \_\_\_\_\_ (“**Agreement**”) between the East Side Union High School District, a political subdivision of the State of California, hereinafter referred to as (“**District**”), and \_\_\_\_\_, hereinafter referred to as (“**Inspection Company**”) for the provision of professional services (“**Services**”).

**1. Inspection Company’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, **Inspection Company** shall furnish to District satisfactory proof that **Inspection Company** has taken out for the entire period required by this Agreement, as further described below;

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than **\$3,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible payable by **Inspection Company**.

1.2 Business Automobile Liability Insurance

**Inspection company** shall ensure that all automobiles used by project inspector(s) shall have business automobile liability insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible payable by **Inspection Company** in an amount not to exceed \$25,000.00.

The insurance required by this Appendix C and the Agreement shall be maintained in effect during the term of the Agreement by **Inspection Company** and any authorized subcontractors.

**2. Insurance policies shall contain an endorsement containing the following terms:**

2.1 Status of East Side Union High School District as Additional Insured.

On **Inspection Company’s** Commercial General Liability policy and Automobile Liability Policy EAST SIDE UNION HIGH SCHOOL DISTRICT and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured and its approved subconsultant, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.

2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount **Inspection Company** shall be called upon to contribute to a loss covered by insurance for the named insured.

- 2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.
- 2.6 Nothing herein contained shall be construed as limiting in any way the extent to which **Inspection Company** or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- 2.7 If **Inspection Company or any subconsultant** fails to maintain any required insurance then such failure shall constitute a breach of the Agreement and be grounds for the immediate termination of this Agreement by District and which shall entitle District to all remedies provided under Section 12(ii) of the Agreement and as may otherwise be allowed by law. Alternatively, District may, but shall not be required to, take out such insurance for District's own benefit, and deduct and retain amount of premiums paid by District from any sums due **Inspection Company** under this Agreement. .

**END OF APPENDIX C**