

**NORTHERN  
CALIFORNIA  
SCHOOLS  
INSURANCE  
GROUP**

**Insurance Recommendations for Consultant Contracts**

*For contracts providing professional services by Accountants, Architects, Attorneys, Counselors, Consultants, Engineers, Project Manager's & Medical Professionals.*

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Consultant, at its expense, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. The **Shasta County Office of Education**

*Minimum Scope of Insurance*

**Coverage shall be at least as broad as:**

1. **Commercial General Liability** on an occurrence form. Liability deductible or Self-Insured Retention not to exceed \$5,000. Claims Made coverage will not be accepted. Coverage shall be at least as broad as ISO form CG0001.
2. **Automobile Liability** including owned, non-owned, and hired automobiles. *(Can be waived by Public Entity if the Consultant will not use an automobile for any phase of the work performed by this Contract).*
3. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance. *(Can be waived by the Public Entity if no employees and Consultant qualifies as independent contractor).*
4. **Professional Liability / Errors & Omissions Liability**. Insurance appropriate to the Consultant's profession. Claims Made Coverage form is acceptable, however retroactive date must be before the date of the Contract. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

*Minimum Limits of Insurance*

**Consultant shall maintain limits no less than:**

- |                                |  |  |
|--------------------------------|--|--|
| 1. General Liability:          | \$2,000,000                            | General Aggregate                              |
|                                | \$2,000,000                            | Products/Completed Operations Aggregate        |
|                                | \$1,000,000                            | Personal & Advertising Injury                  |
|                                | \$1,000,000                            | Each Occurrence                                |
| 2. Automobile Liability:       | \$1,000,000                            | Per Accident for Bodily Injury & Property Dmg. |
| 3. Workers' Compensation:      | As required by the State of California |  |
| 4. Employer's Liability:       | \$1,000,000                            | Per Accident for Bodily Injury or Disease      |
| 5. Professional Liability/E&O: | \$1,000,000                            | Per Occurrence                                 |

*Other Insurance Provisions*

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured:** The **Public Entity**, its elected or appointed officials, employees, agents and volunteers are to be included as Additional Insured's.
2. **Primary Insurance:** For any claims related to this Contract, the Consultant's insurance coverage shall be primary insurance as respects the **Public Entity**, its elected or appointed officials,

employees, agents and volunteers. Any insurance or self-insurance maintained by the **Public Entity**, its elected or appointed officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. **Cancellation Provision:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the **Public Entity**.

#### *Acceptability of Insurers*

All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required Insurance as set forth in this Contract shall be underwritten by a company with a balance sheet strength, operating performance and business profile that are equal to or exceed an A VIII rating as listed in the A.M. Best Insurance Guide's latest edition. On a case-by-case basis, the **Public Entity** may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guide's latest edition. Exception may be made for Workers' Compensation Insurance provided by the State Compensation Insurance Fund when not specifically rated.

#### *Workers' Compensation*

Before the Contract is entered into, the Consultant shall furnish to the **Public Entity** satisfactory proof, for the period covered by the Contract, full compensation insurance and Employer's Liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the **Public Entity** for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Act of the Legislature of the State of California, known as the "Workers' Compensation Insurance and Safety Act" approved May 26, 1913, and all Acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the Contract.

If the Consultant fails to maintain such insurance, the **Public Entity** may take out compensation insurance to cover any compensation which the **Public Entity** might be liable to pay under the provisions of said Act as amended, by reason of any employee of the Consultant being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Consultant under the Contract.

If an injury occurs to any employee of the Consultant for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the **Public Entity** under the provisions of said Act as amended, or for which compensation is claimed from the **Public Entity**, the **Public Entity** may retain out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation, as fixed by said Act as amended, until such compensation is paid, or until it is determined that no compensation is due, and if the **Public Entity** is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be cancelled until thirty (30) days after written notice of intended revocation has been given to the **Public Entity** by Certified Mail.

#### *Indemnity*

Consultant agrees to defend, indemnify, and hold harmless the **Public Entity** and its elected or appointed officials, agents, employees and volunteers from any and all liability or loss arising in any way out of the Consultant's negligence in the performance of this Contract, including but not limited to any claim due to injury and/or damage sustained by the Consultant and or the Consultant's employees or agents.

#### *Proof of Insurance*

Consultant shall furnish the **Public Entity** with original certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the **Public Entity** before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. If the Consultant fails to maintain such insurance as specified by this Contract, the

**Public Entity** may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Consultants' failure to pay such damages, and deduct and retain the amount of the premium from any sums due the Consultant under the Contract.

The **Public Entity** reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**Mail all certificates and endorsements to:**

Shasta County Office of Education  
Attn: Tom Armelino, Superintendent of Schools  
Address: 1644 Magnolia Avenue  
Redding, CA 96001

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  Name of Consultant Address City CA 96001	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Name of Insurance Company	
	INSURER B: Name of Insurance Company	
	INSURER C: Name of Insurance Company	
	INSURER D: Name of Insurance Company	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER / LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT <input type="checkbox"/> LOC	POLICY 111111	07/01/07	07/01/08	EACH OCCURRENCE \$1,000,000 PRODUCTS (EXCLUDED PRODUCTS) \$100,000 MED EXP (ANY ONE PERSON) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO  EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	POLICY 222222	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	POLICY 333333	07/01/07	07/01/08	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab. Claims Made	POLICY 444444	07/01/07	07/01/08	Ea. Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: Description of services to be provided. The "Name of Public Entity", its elected or appointed officials, employees, agents & volunteers are included as additional insureds per attached endorsement. Primary wording applies per attached copy of coverage form (CG0001 10/01).

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Name of NCSIG Member Attn: Mailing Address City CA 96001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL LIABILITY

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

Description of Services Provided Here

Name of Person or Organization:

**Name of School District/NCSIG Member**

**Its Elected or Appointed Officials, Employees, Agents and Volunteers**

**Address of School**

**City, CA Zip**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement )

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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

CG 20 10 10 01

ISO Properties, Inc, 2000

**NOTE**

b. If a claim is made or a lawsuit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.