



University Corporation, San Francisco State Requirements re: Insurance & Hold Harmless/Indemnification

Insurance Requirements

Contractor/Vendor/Service Supplier/Consultant (Contractor) 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 and the results of that work by the **Contractor**, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. 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.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if **Contractor** has no owned autos, 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.
3. 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.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the **Contractor’s** profession, with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If this policy is written on a “claims-made” basis;
 - a. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work,
 - b. The insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work,
 - c. 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 years after completion of work.

If the **Contractor** maintains broader coverage and/or higher limits than the minimums shown above, **UCorp** requires and shall be entitled to the broader coverage and/or the higher limits maintained by the **Contractor**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **UCorp**.



Other Insurance Provisions

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

1. **Additional Insured Status.** The State of California; the Trustees of The California State University; San Francisco State University; The University Corporation, San Francisco State; and their employees, officers, directors, volunteers and agents are to be covered 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 (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage.** For any claims related to this contract, the **Contractor's** insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the **Entity**. Any insurance or self-insurance maintained by the **Entity** shall be excess of the **Contractor's** insurance and shall not contribute with it.
3. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to **UCorp**.
4. **Waiver of Subrogation.** **Contractor** hereby grants to the **Entity** a waiver of any right to subrogation which any insurer of said **Contractor** may acquire against the **Entity** 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 **UCorp** has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the **UCorp**.
6. **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 **UCorp**.
7. **Verification of Coverage.** **Contractor** shall furnish **UCorp** with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to **UCorp** before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the **Contractor's** obligation to provide them. The **UCorp** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Special Risks or Circumstances.** **UCorp** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**The University Corporation
San Francisco State**

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Hold Harmless / Indemnification

Contractor shall hold harmless, defend and indemnify The State of California; the Trustees of The California State University; San Francisco State University; The University Corporation, San Francisco State; and their employees, officers, directors, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the **Entity**.