



Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

Rev. Aug 2023

Vendor Services & Facility Use Insurance Requirements

In compliance with the Millbrae Elementary School District standard insurance requirements, all organizations providing services under contract to the District or are requesting use of District facilities must provide proof of insurance as stated below:

Certificate of Insurance (COI) & Additional Insured Endorsement

- A. Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:
- i. **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.
 - ii. **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.
 - iii. **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.
 - iv. **Professional Liability (Errors and Omissions) (If providing licensed services):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
 - v. **Sexual Abuse and Molestation Coverage:** unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$1,000,000** per occurrence and **\$3,000,000** general aggregate.
- B. Other Insurance Provisions**
- i. **Additional Insured Status** - District, its officers, officials, employees, and volunteers 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).
 - ii. **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 District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
 - iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
 - iv. **Waiver of Subrogation** - Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.
 - v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language



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shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

- vi. **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 District.
- vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) 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 (5) years after completion of work.
- viii. **Verification of Coverage** - Contractor shall furnish the District 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 District 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 District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- ix. **Special Risks or Circumstances** - District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

1. The Certificate Holder MUST be: Millbrae Elementary School District
555 Richmond Drive
Millbrae, CA 94030
2. The COI MUST: Name the Millbrae Elementary School District as additional insured
3. The COI must be accompanied by: Additional Insured Endorsement

The Additional Insured Endorsement must name the Millbrae Elementary School District as Additional Insured and must be in the form of an actual endorsement to the policy. This endorsement is part of the policy and it must be attached to the certificate of liability insurance. It must be effective on the inception date of the policy unless otherwise stated therein. A contract must be in place between the District and the vendor/requestor in order to accept a "blanket" additional insured endorsement.
4. The COI and Additional Insured Endorsement MUST: Be uploaded to the Civic Permits Website upon account creation or policy expiration (if requesting facility use)
OR
Emailed to Angela Smith at asmith@millbraesd.org (if providing services under contract)

Questions?
Please contact:
Angela Smith, Executive Assistant to the Chief Business Official/Risk Manager
asmith@millbraesd.org