

# OCEANSIDE UNIFIED SCHOOL DISTRICT LIABILITY INSURANCE REQUIREMENTS

The certificate holder should be listed as:  
 Oceanside Unified School District  
 Atten: Bond Construction Management Office  
 2111 Mission Ave.  
 Oceanside, CA 92058

All endorsements must be provided as part of the Certificate of Liability Insurance.

**Professional Services Agreement:**

Consultant shall provide District with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the State of California. Consultant shall provide District with a Certificate of Insurance showing a minimum \$5,000,000 professional liability coverage (including employment practices coverage). Consultant shall also obtain Sexual Abuse and Molestation coverage specially for the perils of molestation, sexual misconduct, or allegations of sexual abuse in an amount not less than \$1,000,000 aggregate.

If Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, Consultant is exempt from providing Sexual Abuse and Molestation coverage.

**Public Works (CUPCAA) Contract:**

Type of Coverage	Minimum Requirement
<b>Commercial General Liability:</b> Including bodily injury, personal property damage, advertising injury, and medical payments Each Occurrence General Aggregate	  \$1,000,000 \$2,000,000
<b>Automobile Liability Insurance:</b> Any auto Each Occurrence General Aggregate	  \$1,000,000 \$2,000,000
<b>Worker’s Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$1,000,000

- General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor’s protected coverage, blanket contractual, completed operations, vehicle coverage and employer’s non-ownership liability coverage, in an amount no less than:

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- \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate.
- Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$1,000,000.00 combined single limit for each occurrence and \$2,000,000.00. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

The certificate(s) for the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

“The Oceanside Unified School District is an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

The certificate(s) for both the General Liability Policy and the Automobile Liability Policy, shall be endorsed with the following specific language:

- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
- 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
- 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
- 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or “modified occurrence,” policy (policies).

The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.