

during the full term of this Agreement, to maintain in force, at Contractor's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to general liability, errors and omissions, worker's compensation, disability, unemployment insurance, and any other legally required insurance.

Unless otherwise set forth in Section 18, prior to commencing its work hereunder, Contractor shall provide District with proofs of such insurance and shall also supply District with a Certificates of Insurance naming the District as an Additional Insured. Contractor shall supply District with proof that Contractor is covered by the following insurance during term hereof:

- i. Commercial General Liability Insurance (including Bodily Injury or Death and Property Damage) with a minimum limit of one million dollars per occurrence (\$1,000,000), and an aggregate amount of two million dollars (\$2,000,000) for high risk activities;
- ii. Comprehensive Automobile Liability Insurance (including owned, non-owned, and hired vehicles) with minimum limit of one million dollars per occurrence (\$1,000,000), and an aggregate amount of two million dollars (\$2,000,000) for high risk activities;
- iii. Workers' Compensation and Employers' Liability; statutory limits required by law;
- iv. Professional Liability Insurance with minimum of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) per annual aggregate. Deductible not to exceed twenty five thousand dollars (\$25,000) each claim; and
- v. All insurance must be issued by an admitted insurance carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A.M. Best's Insurance Rating Guide – or otherwise acceptable to District.

D) Assignment:

Contractor shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the District, which shall have sole discretion to approve or deny that request. Any attempted assignment without such prior written consent of District, shall constitute a material breach of this Agreement and, at District's sole discretion, constitute cause to terminate this Agreement. However, unless otherwise stated in Section 3 (Employment of Additional Workers by Contractor) or Section 18 (Description of Services to be Rendered), Contractor may use the services of subcontractors under its supervision and control to perform parts of its work hereunder. Contractor's use of a subcontractor shall not re the sC3 (ct

money for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for, withhold and pay for all of the above.

Contractor shall defend and indemnify the District against any claim or suit by IRS, State Franchise Tax Board or other taxing agency which asserts that Contractor or the District

14. Payment Terms

Unless specified otherwise in this section, payment terms are Net 30 days, computed either from date of delivery and acceptance of contracted services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement, whichever date is later. Invoices shall be sent to District Contract Originator for approval. After approval, invoice will be sent to Accounting for processing.

Revised Payment Terms: _____

15. Other Conditions

- A) Payments to Contractor pursuant to this Agreement shall be reported to Federal and State taxing authorities as required by law.
- B) Except for projects of \$1,000 or less, if Contractor provides public project services (such as carpet laying, building alteration, demolition, or repair), Contractor shall pay all workers under this Agreement the applicable prevailing wages required under California Labor Code Sections 1770 through 1777.7.

16. Warranty Waolie prec()JC -3.591.h47.52T1 1

