

INDEPENDENT SCHOOL DISTRICT
GENERAL TERMS AND CONDITIONS
Reference Document #GTC-02, Version 2
Effective Date of March 26, 2018

- 4.11.3. Waiver of Subrogation Endorsement. Waiver of Subrogation Endorsement in favor of the District shall be a part of each policy for coverage listed. The District will allow deductible policies. The Contractor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.
- 4.11.4. Proof of Insurance. For the duration of this Contract, the Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with this project:
 - 4.11.4.1. Workers' Compensation as required by law.
 - 4.11.4.2. Comprehensive Liability with Bodily Injury Limits of \$500,000 for each accident and \$1,000,000 for the aggregate. It shall include Property Damage Liability Insurance with limits of \$500,000 for each accident and \$1,000,000 for the aggregate.
 - 4.11.4.3. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with combined single limit of \$1,000,000.
- 4.11.5. Certificate of Insurance.
 - 4.11.5.1. A certificate of insurance for each of the above policies shall be delivered to the District before providing services as a result of a Contract Award.
 - 4.11.5.2. At any time during the Contract Term or any extensions the Certificate of Insurance lapses, the Contractor shall provide to the District an updated certificate within thirty (30) days of policy.
- 4.12. **Right to Audit.** The District will have the right to audit the Contractor's books and records pertaining to all goods and services during the hours of the normal workday during the term of agreement and for a period of five (5) years following expiration of the Contract.
- 4.13. **Right to Self-perform.** At any time during the Contract Term, the District may elect to secure the funding necessary to move to self-perform such services and terminate the services of the Contractor.
 - 4.13.1. The District shall provide sixty (60) calendar days' notice prior written Notice of Termination to the Contractor and the date to which the Contractor's services will no longer be required by the District.
 - 4.13.2. The District will pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.