

## **INSURANCE**

The Consultant 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 by the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

### **1) Minimum Scope of Insurance**

- a) Coverage shall be at least as broad as:
  - i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
  - ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
  - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - iv) Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### **2) Minimum Limits of Insurance**

- a) Consultant shall maintain limits no less than:
  - i) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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 - \$1,000,000 per accident for bodily injury and property damage.
  - iii) Workers' Compensation: Statutory limits.
  - iv) Employee's Liability - \$1,000,000 per accident for bodily injury or disease.
  - v) Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **3) Self-insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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.

### **4) Other Insurance Provisions**

- a) The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i) The City, 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 Consultant 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 Consultant's insurance

(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

- ii) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
- iv) The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant 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 City has received a waiver of subrogation endorsement from the insurer.
- v) If any of the required policies provide claims-made coverage:
  - (1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - (3) 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

## **5) Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

## **6) Verification of Coverage**

- a) The Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause.
- b) All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- c) The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

## **7) Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.