

## ATTACHMENT D

### INSURANCE REQUIREMENTS FOR CONTRACTOR

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in Insurance Companies acceptable to the Agency, at the Contractor's sole expense, the following insurance:

#### **General Liability**

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	One Million Dollars combined single limits for Bodily Injury and Property Damage (\$1,000,000)
Personal and Advertising Injury	One Million Dollars (\$1,000,000)
Products and Completed Operations Aggregate	One Million Dollars combined single limits for Bodily Injury and Property Damage (\$1,000,000)
General Aggregate	Two Million Dollars combined single limits for Bodily Injury and Property Damage (\$2,000,000)
Fire Damage	One Hundred Thousand Dollars (\$100,000)

The Contractor shall maintain Products and Completed Operations Coverage with a carrier acceptable to the Agency through the expiration of the patent deficiency in the Statute of Repose as set forth in the Code of Civil Procedure Section 337.1.

#### **Automobile Liability**

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than: One Million Dollars Combined Single Limits for Bodily Injury and Property Damage (\$1,000,000) Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State (unless the Contractor is a qualified self-insurer with the State), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Agency, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the DIR Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waivers of its right of subrogation against the Agency, its officers, officials, employees, agents or volunteers as a self-insurer.

### **Contractor's Equipment**

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the Agency, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased, hired or borrowed) in connection with work performed under this Contract by the Contractor.

### **Other Provisions**

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability, shall contain the following provisions:
  - a. The Agency, its officers, officials, employees, agents, and volunteers shall be covered as Additional Insured as respects liability arising out of the activities performed by or on behalf of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the Agency, its officers, officials, employees, agents, or volunteers.
  - b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. The State of California Central Valley Flood Protection Board, State of California Department of Water Resources, Levee Districts 1 and 9, State Maintenance Areas 7 and 16, County of Sutter, County of Butte, and City of Yuba City, their officers, officials, employees, agents, and volunteers shall be covered as Additional Insured as respects liability arising out of the activities performed by or on behalf of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the entities, their officers, officials, employees, agents, or volunteers.
2. The Contractor's General Liability policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy by endorsement or provision shall state that coverage shall not be cancelled or reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice to the Agency prior to such change. Ten (10) Calendar Days prior written notice shall be given to the Agency in the event of cancellation due to nonpayment of premium.
5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the Agency the following certification prior to commencing performance of the work of the Contract:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The Agency, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the Agency within thirty (30) Calendar Days of receipt of the Agency’s request.
8. The required insurance coverage shall be subject to the approval of the Agency, but any acceptance of insurance certificates by the Agency shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.
9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the Agency with proof of such insurance, the Agency, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the Agency shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the Agency to obtain such insurance shall in no way relieve the Contractor from any of the Contractor’s responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a Material Breach.
10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the Agency. Partial payment does not constitute partial acceptance.
11. The Agency is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The Agency will provide such amendments or waivers in writing to the Contractor.
12. Contractor is responsible for the acts and omissions of all its Subcontractors and shall require all its Subcontractors to maintain adequate insurance.

The failure of the Agency to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

**Deductibles and Self-Insured Retention**

Any deductible or self-insured retention over \$10,000 that applies to Commercial General Liability or Automobile Liability must be declared to and approved by the Agency.

### **Notification of Accident or Occurrence**

The Contractor shall report by telephone to the Agency within twenty-four (24) hours and also report in writing to the Agency within fifteen (15) Calendar Days after the Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the Work, property of the Agency or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence;
2. The names and addresses of all persons involved; and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

### **Notification of Claim**

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arise out of or are in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect the Agency, Contractor shall give prompt and timely notice thereof to the Agency. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.