INSURANCE REQUIREMENTS

CONSTRUCTION – PROJECTS OVER $1 MILLION

Insurance and License(s): With respect to the performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, if any, to maintain insurance and/or license(s) as indicated below:

(a) **Worker's compensation insurance** with statutory limits as required by the Labor Code of the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(b) **Commercial or Comprehensive General Liability insurance** covering bodily injury and property damage using an occurrence policy form, in an amount no less than $5,000,000 per occurrence, $10,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent Contractor's liability, and personal injury liability. If a general aggregate limit applies, 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.

The **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(c) **Automobile liability insurance** covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such insurance policy shall include the following:

1) District, its officers, and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e) **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name District as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the District, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the District's site.

(f) **Professional Liability (Errors and Omissions) Insurance** for all activities of the Contractor arising out of or in connection with this Agreement is an amount no less than $2,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(g) **Business and/or Other License(s)**. Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring business licenses, other license(s), and certificates required to carry out the services to be performed under this Agreement.

(h) <u>Documentation</u>: The following insurance and license documentation shall be submitted to the District:

1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

4) Copy of Contractor's business license, and any other license or certification required to carry out the service to be performed under this Agreement. All such license(s) shall be submitted prior to commencement of services under this

Agreement.

(i) Policy Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance and license requirements.

(j) Material Breach: If Contractor, for any reason, fails to maintain insurance coverage or have the license(s) which are required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from the breach. Alternatively, District may purchase such required insurance coverage or license(s) and, without further notice to Contractor, District may deduct from sums due to District any premium or other costs advanced by District for such insurance or license(s). These remedies shall be in addition to any other remedies available to District.