

INSURANCE REQUIREMENTS

Permittee shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.
- 2) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Permittee has no owned autos, Code 8 (hired) and Code 9 (non-owned).
- 3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- 4) Section omitted.

b. Minimum Limits of Insurance.

Permittee shall maintain policy limits of no less than:

- 1) General Liability: \$2,000,000 per occurrence. 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.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4) Section omitted.
- 5) If Permittee maintains broader coverage and/or higher limits than the minimums shown above, the CCCSWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CCCSWA.
- 6) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the CCCSWA (if agreed to in a written contract or agreement) before the CCCSWA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. The CCCSWA may require Permittee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the CCCSWA.

d. Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

1) Additional Insured Status. Except as regards Professional Liability (Errors and Omissions) Insurance, the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Permittee 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 Permittee'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 used).

2) Primary Coverage. Permittee's insurance coverage shall be primary insurance with coverage at least as broad as ISO CG 20 01 04 13 as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Permittee's insurance and shall not contribute with it.

3) Notice of Cancellation. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, Permittee shall provide prompt notice of any cancellation of coverage to the CCCSWA and provide substitute insurance meeting the requirements of this Agreement; such notice obligation shall not change Permittee's obligation provided above to maintain continuous coverage.

4) Waiver of Subrogation. For all coverages except Worker's Compensation and Employers Liability, and Professional Liability (Errors and Omissions) Insurance, Permittee hereby grants to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents a waiver of any right to subrogation which any insurer of said Permittee may acquire against such parties by virtue of the payment of any loss under such insurance. Permittee 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 CCCSWA has received a waiver of subrogation endorsement from the insurer.

5) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) 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, Permittee must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents.

7) Permittee’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.

e. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the CCCSWA.

f. Verification of Coverage.

Permittee shall furnish the CCCSWA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Permittee’s obligation to provide them. The CCCSWA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Subcontractors.

Permittee agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Permittee shall agree to be bound to Permittee and the CCCSWA in the same manner and to the same extent as Permittee is bound to the CCCSWA under this Agreement and Permittee shall furnish a copy of this Agreement’s insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Permittee with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Permittee will provide proof of compliance to the CCCSWA.

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

i. Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Permittee shall immediately notify the CCCSWA by telephone. Permittee shall promptly submit to the CCCSWA a written report, in such form as may be required by the CCCSWA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Permittee's subcontractor, if any; (3) name and address of Permittee's liability insurance carrier; and (4) a detailed description of accident and whether any of the CCCSWA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.