



## Insurance Requirements Certification

Contractors 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 conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Errors and Omissions Liability insurance appropriate to the contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### 2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability	\$15,000,000 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 or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability	\$15,000,000 per accident for bodily injury and property damage.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Errors and Omissions Liability	\$1,000,000 per occurrence.

### 3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Rio Vista ("City"), either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 4. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain or be endorsed to contain, the following provisions:

Operations and Maintenance of the Rio Vista Delta Breeze Transit System

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance 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 Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

**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**

Contractor shall furnish the City with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements, All certificates and endorsements are to be received and approved by the City before work commences. 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. Indemnification**

Contractor shall indemnify and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

*I hereby certify that I have received, reviewed, and agreed to abide by the insurance requirements herein.*

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Signature