

CENTRAL CONTRA COSTA SANITARY DISTRICT INSURANCE REQUIREMENTS

Contractor should carefully review the insurance requirements applicable to this job. This insurance checklist shows all specific coverages required of the Contractor.

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverages marked "X" are required. **Original, signed certificates and original, separate amendatory endorsements, naming the District as additional insured for liability insurance and automobile insurance as well as a waiver of subrogation for Worker's Compensation Insurance are to be received and reviewed by the District before any work is commenced**

MINIMUM SCOPE OF INSURANCE – the following forms shall be provided and coverage shall be at least as broad as:

1. Workers' Compensation Insurance as required by the State of California
2. Employer's Liability Insurance
3. Original and separate Waiver or Subrogation for Workers' Compensation Insurance
4. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
5. Insurance Services Office Automobile Liability coverage (Form CA 0001, Code 1, Any Auto)
6. Original and separate Additional Insured Endorsements for General and Automobile Liability with primary language

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	\$1,000,000 or Statutory Limits whichever is greater. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self Insurance, Sacramento, California.
<input checked="" type="checkbox"/> 2. Employers' Liability	\$1,000,000, per accident for bodily Injury or disease.
<input checked="" type="checkbox"/> 3. Workers' Compensation Waiver of Subrogation	
<input checked="" type="checkbox"/> 4. General Liability	Includes premises/operations, products and completed operations. \$1,000,000 per occurrence (not "claims made") 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. Coverage shall be "occurrence" coverage and coverage. Policy shall also include coverage for liability arising out of the use and operation by the Contractor, its personnel and others, of any District-owned or District-furnished equipment.
<input type="checkbox"/> 5. Explosion, Collapse, Underground	
<input checked="" type="checkbox"/> 6. Automobile Liability	\$1,000,000 per accident for Bodily Injury & Property Damage, Each Occurrence. Coverage shall be "occurrence" coverage and not "claims made" coverage.
<input checked="" type="checkbox"/> 7. Owned, Hired Non-Owned	\$1,000,000 Bodily Injury & Property Damage, Each Occurrence
<input type="checkbox"/> 8. Umbrella Liability	\$1,000,000 Bodily Injury, Property Damage & Personal Injury, Each Occurrence
<input type="checkbox"/> 9. Garage keeper's Liability	\$ Insert Amount Comprehensive \$ Insert Amount Collision
<input type="checkbox"/> 10. Builder's Risk	100% of the completed value of all work to be performed under the contract, including District furnished materials and equipment.
<input type="checkbox"/> 11. Other insurance required: Insert Requirement	

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12. Additional Insured

The District, its officers, appointed and elected officials, agents and employees shall be named as Additional Insured with respect to the liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Coverage can be provided in the form of an original endorsement to the Contractor's insurance or as a separate owner's policy (Form CG 20 10 11 85) The Additional Insured coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the District; (b) 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; and (c) contain Standard Cross-liability provisions. Such Additional Insured Endorsements maintained by the Contractor and its subcontractors shall not be required to provide coverage for District for the active negligence of District in any case where an agreement to indemnify the additional insured (District) would be invalid under Subdivision (b) of Section 2782 of the California Civil Code. Separate and original amendatory endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the District. **With regard to additional insured requirements, the following specific language shall be utilized:**

"The District is named as additional insured for all liability arising out of the operations by or on behalf the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the contract.

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss. {This policy does not exclude explosion, collapse, underground excavation hazard or removal of lateral support.} Note: Bracketed item applies when checkbox #5 is checked and must appear on the additional Insured Endorsement for Commercial General Liability Insurance.

13. Cancellation Clause

Thirty (30) days' cancellation, non-renewal, material change of coverage and/or reduction notice required. Each insurance policy and amendatory endorsement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the District. Any language in the cancellation clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent. **The following specific language shall be utilized:**

"Coverage by this policy shall not be reduced or cancelled without thirty (30) days written notice given to the District by certified mail, return receipt requested."

14. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officials, employees, agents and Volunteers; or the Contractor shall procure a financial guarantee satisfactory to the District and in an amount specified by the District, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15. A.M. Best's Rating of A:VII or better.

16. Certificate must state all operations

VERIFICATION OF COVERAGE

All original certificates and amendatory endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including amendatory endorsements effecting the coverage, at any time. Contractor shall maintain the insurance for the life of the contract. Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to the District is provided. In the event Contractor fails to comply with the District's insurance requirements, the District may take such action as the District deems necessary to protect the District's interest. Such action may include but is not limited to termination of the Contract, withholding of payments, or other actions as the District deems appropriate.

Original insurance certificates and endorsements are to be mailed or delivered to:

*Central Contra Costa Sanitary District
5019 Imhoff Place.
Martinez, CA 94553-4392
Attention: Purchasing and Materials Services Division*

Insurance certificates and amendatory endorsements may be faxed to: 925-825-1437. Original certificates mailed to the address listed above, must follow faxed certificates.

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types and limits specified in this section. Upon the District's request, Contractor shall furnish copies of certificates and endorsements evidencing coverage for each subcontractor.

INDEMNIFICATION

Contractor shall indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the District, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of or in any way connected with the negligent acts, errors or omissions, or the willful misconduct of Contractor or any person directly or indirectly employed by, or acting as agent for Contractor, directly or indirectly related to the provision of any professional services provided hereunder, but not including the sole or active negligence, or the willful misconduct of the District. This indemnification shall extend to claims, losses, damage, injury and liability for injuries occurring after the completion of the aforesaid operations, arising from Contractor's services.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.