The ”City” and “Subrecipients” 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 “Subrecipients”, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01

covering CGL on an “occurrence” basis, including products and completed operations,

property damage, bodily injury and personal & advertising injury with limits no less than

**$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**: ISO Form Number CA 00 01 covering any auto (Code 1), or if

The “City” and “Subrecipients” has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit

no less than **$1,000,000**per accident for bodily injury and property damage.

3. **Workers’ Compensation**: 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.

If the “City” and “Subrecipients” maintains broader coverage and/or higher limits than the minimums shown above, the “County” requires and shall be entitled to the broader coverage and/or the higher limits maintained by the “City” and “Subrecipients”. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the “County”. The “City” and the “Subrecipients” shall hold harmless, defend and indemnify “County” and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with “City” and the “Subrecipients” performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the “County”.

**Additional Insured Status**

The “County”, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the “City” and “Subrecipients” 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 the “City” and “Subrecipients” insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both**CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and**CG 20 37 if a later edition is used).

**Primary Coverage**

For any claims related to this contract, the “City” and “Subrecipients”insurance coverage shall be primary and non-contributoryand at least as broad as ISO CG 20 01 04 13 as respects the “County”, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the “County”, its officers, officials, employees, or volunteers shall be excess of the “City” and “Subrecipients” insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days’ notice to the “County”.

**Waiver of Subrogation**

The “City” and “Subrecipients” hereby grants to “County” a waiver of any right to subrogation which any insurer of said the “City” and “Subrecipients” may acquire against the “County” by virtue of the payment of any loss under such insurance. The “City” and “Subrecipients” 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 “County” has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the “County”. The “County” may require the “City” and “Subrecipient” to purchase coverage with a lower retention or 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 “County”. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by “County”. Any and all deductibles and SIRs shall be the sole responsibility of “City” and “Subrecipients” or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. “County” may deduct from any amounts otherwise due “City” and “Subrecipients” to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. “County” reserves the right to obtain a copy of any policies and endorsements for verification.

**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 “County”

**Verification of Coverage**

The “City” and “Subrecipients” shall furnish the “County” with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excesspolicies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the “County” before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The “County” reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The “County” reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.