

## **1-8. Insurance Requirements**

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 by the Contractor, his agents, representatives, employees or subcontractors.

### **Indemnification**

The Contractor shall indemnify and save harmless the City of Yucaipa, the State of California, the County of San Bernardino and/or any incorporated city from all claims or suite for damages arising from the prosecution of the contract work, as more fully described in Subsection 1-09.9, "Contractor's Liability".

The Contractor agrees to protect, defend and indemnify the City of Yucaipa against loss, damage or expense by reason of any suit claims, demands, judgments and causes of action caused by the Contractor, its employees, agents or any subcontractor, or by any third party arising out of, or in consequence of, the performance of all, or any, operations covered by the Certificate of Insurance. The Contractor, at its option, may include such coverage under Public Liability coverage.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage [Occurrence Form CG0001].
2. Insurance Services Office Form Number CA 0001 [Ed. 1/87] covering Automobile Liability, Code 1 [any auto].
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for d\bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the 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.

### **Other Insurance Provisions**

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

1. The City, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of, the contractor; and with respect to 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For Any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in 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.
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Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII.

### **Verification of Coverage**

Contractor shall furnish the City with 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 or policies conform to the requirements. All certificates and endorsements are to be received and approved the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### **Contractor's Liability**

The City of Yucaipa, the City Council or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard. The Contractor shall be responsible for any damage to any person or resulting from defects or obstructions or any time before its completion and final acceptance, and shall indemnify and save harmless the City of Yucaipa, the City Council and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the work or in consequence of any negligence in for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contactor are not safe or adequate at any time during the life of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.