

INSURANCE REQUIREMENTS

The Contractor will be required to secure insurance as indicated below.

- A. Insurance Requirements: Contractor shall, at its expense, procure and maintain during the life of the Contract all the insurance on all of its operations in companies acceptable to the District, as required by this section, and shall submit Certificates of Insurance to the District with Contractor's bid submittal. The notice to proceed shall not be issued, and the Contractor shall not commence work until such insurance has been approved by the District. Acceptance of the insurance shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The District reserves the right to require the Contractor to provide Insurance Policies for review by the District in the event there is a dispute regarding the scope and coverage of insurance.
- B. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability Insurance for all employees assigned to the Work. Employers' liability insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. In lieu of evidence of Worker's Compensation Insurance, the District will accept a Self-Insuring Certificate from the State of California. The Contractor shall require any subcontractor to provide evidence of Worker's Compensation and Employers' Liability Insurance, all in strict compliance with California State Laws.
- C. General Liability Insurance: The Contractor shall also secure and maintain during the life of the Contract such General Liability Insurance as shall protect the District, its directors, officers, employees, and agents from claim which may arise from operations under this Contract, whether such operations are by itself, by any subcontractor, or by anyone directly or indirectly employed by either of them. Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of District for bodily injury, property damage, and personal injury liability for the limits of liability indicated below and including, but not limited to, coverage for:
- premises and operations;
 - products and completed operations;
 - contractual liability insuring the obligations assumed by Contractor in this contract;
 - broad form property damage (including completed operations);
 - explosion, collapse and underground hazards;
 - bodily injury;
 - property damage;
 - arrest, false imprisonment, malicious prosecution, defamation of character, libel and slander alleged to have been caused by Contractor or employees of Contractor or subcontractors;
 - personal injury liability; and
 - accidental spillage, cleanup and other related costs.
- Claims for Personal injury, Property Damage arising out of the discharge, dispersal, release or escape of pollutants, or claims arising from the loading, unloading or transportation of hazardous materials by any type of licensed vehicle on a public road.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits where applicable, shall apply separately to Contractor's work under this Contract.

This Liability Insurance shall be in an amount not less than \$1,000,000 for each occurrence, \$5,000,000 for each occurrence for work on public roadways.

Contractors performing construction work shall carry the required Commercial General Liability Insurance for ten (10) years following completion of Contractor's work under this Contract and Contractor shall furnish Certificates of Insurance to District at the inception of each of these subsequent policies for ten (10) years as evidence of this required insurance.

Broad form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$25,000 without approval of the District.

- 1) One of the following coverage forms is required:
 - a. Comprehensive General Liability Commercial
 - b. General Liability (Occurrence)
- 2) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 Aggregate
- 3) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
 - a. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - b. \$1,000,000 for Personal Injury Liability
 - c. \$2,000,000 Aggregate for Products-Completed Operations
 - d. \$2,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this Work or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$2,000,000.

- 4) With respect to whichever general liability policy form is furnished, District, its officers, directors, employees and agents shall be named as Additional Insured per Additional Insured Endorsement CG20 10 10 93 or equivalent. This Endorsement is to be attached to insurance certificates submitted to ACWD. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by District, its officers, directors, employees and agents will be excess only and will not contribute with Contractors insurance. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage MUST BE ELIMINATED from the basic policy and endorsements.

D. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the Contract, Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for all owned, hired, rented, leased and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 Combined Single Limit for each accident and \$5,000,000 for each occurrence for work on public roadways.

- 1) If a Contractor's vehicle is used in the performance of Work on District property or at a jobsite then with respect to the automobile liability policy that is furnished, District, its

officers, directors, employees and agents shall be named as Additional Insured. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by District, its officers, directors, employees and agents will be excess only and will not contribute with this insurance. The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage MUST BE ELIMINATED from the basic policy and endorsements.

- E. Waiver of Subrogation: The referenced policies and any Excess or Umbrella policies, where applicable, shall contain a waiver of subrogation in favor of the Alameda County Water District and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.
- F. Certificates of Insurance: Certificates of Insurance shall be furnished by Contractor to District before any work is commenced hereunder by Contractor. The Certificate of Insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to District. District is to be notified if insurance is cancelled for any reason. If Contractor does not comply with this Section, District may, at its option, provide insurance coverage to protect District and charge Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the District, but any acceptance of insurance certificates by District shall not limit or relieve Contractor of the duties and responsibilities assumed by it under this Contract.
- G. Deductibles and Self-insured Retention: Any deductibles or self-insured retention must be declared to ACWD.
- H. District and Contractor waive all rights against each other and against all other contractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.
- I. The requirement for carrying insurance hereunder is cumulative and shall not be in derogation of other provisions of this Contract.
- J. Insurance carrier must have a Best's Rating of "A-VII" or better.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).