

AIRPORT CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's operation and use of the Property. The cost of all such insurance shall be borne by the Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001, including ongoing operations and products and completed operations;
2. The coverage provided by Insurance Services Office Form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned, and hired automobiles;
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability insurance;
4. Umbrella Liability per occurrence policy follow form for scheduled underlyers; Commercial General Liability, Auto Liability, and Employer's Liability. Umbrella policy is required to have all scheduled underlyers identified.
5. Professional Liability Errors and Omissions insurance for all Professional Services rendered during any construction of improvements, including architecture, engineering, or design services **is required only if the contractor is involved in the design of the work**; and
6. Builder's Risk insurance during any construction of improvements or betterments being installed by Contractor on the Property.
7. Contractor's Pollution Liability Insurance, including coverage for all operations and completed operations.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial 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 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.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers Compensation limits as required by California Labor Code and Employer's Liability with employer liability limits of \$1,000,000 per accident; per disease, per employee; coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, employees, agents and contractors;
4. Umbrella Liability: \$10,000,000 per occurrence, with the Commercial General Liability, Automobile Liability, and Employer's Liability all listed on the policy as scheduled underlyers.
5. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate **required only if the contractor is involved in the design of the work.**
6. Builder's Risk insurance for total replacement value of work completed during any construction of betterments or improvements to City's site.
7. Contractor's Pollution Liability: \$2,000,000 each occurrence/aggregate limit.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

1. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City of San Jose, its officers by endorsement, officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by, or on behalf of, Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officer, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self- shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - d. Coverage shall state that the Contractor's insurance 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.

- e. Coverage shall contain a waiver of subrogation by endorsement in favor of the City, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation by endorsement in favor of the City, its officials, employees, agents and contractors.

3. Builder's Risk

City shall be named as a loss payee on any Builder's Risk policy to the full extent allowable and for which the City's insurable interests may appear.

4. Claims Made Coverages

Any "claims made" policies shall be maintained following completion of work on project for 3 years. If canceled, Contractor shall purchase and extended reporting period of 3 years.

5. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and endorsements affecting coverage required by this clause. The certificates and copies of endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Contractor to list the Certificate Holder as the following:

Certificate Holder
City of San José – Finance Department
Risk and Insurance
200 East Santa Clara St., 14th Floor Tower
San Jose, CA 95113-1905

G. Subconsultants/Subcontractors

Contractor shall include all subcontractors, subconsultants or subcontractors as insureds under its policies or shall obtain separate certificates and endorsements from each subcontractors, subconsultants or subcontractors. Contractor shall upon written request from City provide all certificates and endorsements for each subcontractors, subconsultants or subcontractors within 5 (five) calendar days.

H. Review of Coverage

These insurance requirements shall be subject to periodic review by City's Risk Manager. Should the Risk Manager require any change in any coverage such change shall be communicated in writing to Contractor and Contractor shall comply with the said change within thirty (30) days of the date of receipt of the notice.