



# San Rafael Sanitation District

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## Board of Directors

Gary O. Phillips, Chairman  
Maribeth Bushey, Secretary/Director  
Katie Rice, Director

## District Manager/District Engineer

Doris Toy, P.E.

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General-Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed, 1187) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **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 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 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the San Rafael Sanitation District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **Other Insurance Provisions**

1. **Additional Insureds.** The Commercial General Liability and Automobile Policies of insurance shall include as additional insureds and be endorsed to contain the following provisions: the San Rafael Sanitation District, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and 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 District, its officers, officials, employees, agents and volunteers and coverage provided to such additional insureds. This policy shall provide coverage to each of the said insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers.
4. 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**Acceptability of Insurers:** Insurance is to be placed with insurers with a current AM Best's rating of no less than A: VII.

**Proof of Coverage:** Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**Subcontractors:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.