



**City of Stockton
Environmental Services/Consultant/Contractor
Insurance Requirements**

INSURANCE Throughout the life of this Contract, the Contractor/Consultant (Contractor) shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

- 1.) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, and if written on an Aggregate basis, \$5,000,000 Aggregate limit (CG 0001). Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u".
- 2.) COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$5,000,000 each occurrence. (CA 0001). Policy shall be endorsed with the MCS-90 Hazmat endorsement.
- 3.) PROFESSIONAL ERRORS AND OMISSIONS, Not less than \$2,000,000 per Claim/\$5,000,000 Aggregate. (5 yr discovery and reporting tail period coverage). Certificate of Insurance only required.
- 4.) ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY, to include liability coverages for Lead & Asbestos projects, Groundwater contamination, etc. Same minimum limits as Commercial General Liability, to include Sudden and Accidental and Environmental cleanup.
- 5.) WORKERS' COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY Risk Manager.

The General Liability and Automobile Liability Policy (s) shall also provide the following:

- a.) The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: "*City of Stockton (CITY), its Mayor, Council, officials, representatives, agents, employees and volunteers are additional insureds*". ISO Endorsement CG 20 10 11 85 (or equal) is acceptable.
- b.) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the *City of Stockton, its Mayor, Council, officials, representatives, agents, employees and volunteers*. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
- c.) If work for hauling any Hazardous Material is to be performed or subcontracted, then the Hauler shall be required to endorse its Auto Liability policy with an MCS-90 Endorsement naming the City of Stockton as Additional Insured. If the Contractor is hauling any Hazardous Material, then the policy shall also be endorsed with the MCS-90 endorsement naming the City as Additional Insured.
- d.) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice

shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

- e.) Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
- f.) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
- g.) The Company shall furnish the City of Stockton with the Certificates and Endorsements for all required insurance, prior to the CITY's, execution of the Agreement and start of work.
- h.) Proper Address for Mailing Certificates, Endorsements and Notices shall be:
City of Stockton, Attn: Risk Management
425 N. El Dorado
Stockton, CA 95202
- i.) Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-5037. Our Fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract. In the event of insurance cancellation, the CITY reserves the right to purchase insurance or insure (or self-insure) for the above required coverages, at the Consultant's full expense.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the Sub-Consultant, and/or require each Sub-Consultant to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Sub-Consultants insurance shall have the same impact as described above.