

ENVIRONMENTAL SERVICES AGREEMENT INSURANCE REQUIREMENTS

Consultant/Contractor, please promptly give this to your broker



These requirements reflect the Agreement's Insurance requirements

Throughout the life of this Contract, the 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: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- 1.) COMPREHENSIVE or COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations liability coverages, Bodily Injury and Property Damage (including Fire Legal Liability, \$500,000) Liability insurance with combined single limits of not less than \$5,000,000 per occurrence, and if written on an Aggregate basis, \$10,000,00 Aggregate limit (CG 0001)
- 2.) ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY, to include liability for Lead & Asbestos projects, same minimum limits as Commercial General Liability, to include Sudden and Accidental and environmental cleanup.
- 3.) PROFESSIONAL ERRORS AND OMISSIONS, (If performing environmental consulting) Not less than \$1,000,000 per Occ./\$2,000,000 Aggr. (5 yr discovery tail cover). Certificate of Insurance, only required.
- 4.) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
- 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.

The Policy (s) shall also provide the following:

- 1.) 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: *The City of Stockton, its Mayor, Council, officials, agents, employees and volunteers are additional insureds*. ISO Endorsement **CG 20 10 11 85** (or equal) is acceptable.
- 2.) 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, 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 against the City.
- 3.) 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.
- 4.) 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.
- 5.) Hazardous Material Transporters shall provide **MCS-90 endorsement** for Sudden and Accidental Pollution Liability in an amount not less than \$5,000,000 per occurrence.
- 6.) 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.
- 7.) The Consultant shall furnish The City with the Certificates and Endorsements for all required insurance, prior to the City's execution of the Agreement and start of work.
- 8.) Proper Address for Certificates, Endorsements and Notices shall be:
City of Stockton
Attn: Risk Management
425 N. El Dorado Street
Stockton, CA 95202
- 9.) 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 Agreement 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/Consultant Agreement or any extension, the Contractor/Consultant fails to maintain the required insurance in full force and effect, all work under the Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor/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 Agreement. In the event of insurance cancellation, the City reserves the right (but not obligation) to purchase insurance or insure (or self-insure) for the above required coverages, at the Contractor/Consultant's full expense. If the Contractor/Consultant should subcontract all or any portion of the work to be performed in this contract, the Contractor/Consultant shall cover the sub-Contractor/Consultant, and/or require each sub Contractor/Consultant to adhere to all subparagraphs of this Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Sub-Contractor/Consultant's insurance shall have the same impact as described above.