

APPENDIX A

CITY OF MANTECA INSURANCE REQUIREMENTS FOR SUPPLIERS

Vendor 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 products and materials supplied to the City of Manteca. The cost of such insurance shall be borne by the Vendor.

Minimum Scope of Insurance

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

Minimum Limits of Insurance

1. General Liability: Vendor shall maintain limits no less than \$2,000,000 **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. Automobile liability insurance is required if supplier delivers product.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Manteca. At the option of the City of Manteca, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Manteca, its officers, officials, employees, agents and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: products and completed operations of the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Manteca, its officers, officials, employees, agents, or volunteers.
2. The Vendor's insurance coverage shall be primary insurance as respects the City of Manteca, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City of Manteca, its officers, officials, employees, agents or volunteers shall be in excess of the Vendor'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 City of Manteca, its officers, officials, employees, agents, or volunteers.
4. Coverage shall state that the Vendor'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, canceled, 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 City of Manteca.

Acceptability of Insurers:

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

Verification of Coverage:

Vendor shall furnish the City of Manteca 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. The endorsements are to be on forms provided by the City of Manteca. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Vendor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Insurance Forms

The City of Manteca will accept the ACORD 25-S Certificate of Liability Insurance Form accompanied by a Commercial General Liability Endorsement Form No. CG 20 10 11 85 and an Automobile Liability Endorsement Form. The City will accept the Certificate of Worker's Compensation Insurance Form provided by the "State Compensation Insurance Fund".

Examples of the following forms, accepted by the City, are attached.

- * Page A-3 ACORD 25-S Certificate of Liability Insurance
- * Page A-4 General Liability Special Endorsement (Form No. CG 20 10 11 85)
- * Page A-5 Automobile Liability Special Endorsement

Note: The General Liability and Automobile Liability endorsements must contain the provisions listed in the section above titled "Other Insurance Provisions".

Submittal of any forms other than the above listed preapproved forms, failure to submit forms, failure to submit forms with required provisions may delay award of contract until all requirements are met in accordance with this Appendix A.