

## APPENDIX A

### CITY OF MANTECA INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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 hereunder by the Consultant, his agents, representatives, or employees.

#### 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. 1/87) covering Automobile Liability code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and omissions liability insurance appropriate to the consultant's profession.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: Must be written on an "**occurrence**" basis; \$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.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per occurrence.

#### 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

**The general liability and automobile liability 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 additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Manteca, its officers, officials, employees, agents and 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 Consultant'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. The Consultant'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 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 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

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

### Subconsultants

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

### 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 Workers' Compensation Insurance Form provided by the "State Compensation Insurance Fund". The City will accept any standard certificate of insurance for Errors and Omissions Liability Insurance.

The following examples of 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 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.**