

Contract Insurance Requirements

Contractor Insurance Requirements

1.0 Contractor shall obtain insurance of the types and in the amounts described below.

1.1 Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project or location.

1.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 or newer (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)

1.1.2 Delta College, its elected and appointed officials, employees, students, volunteers, and agents shall be included as insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Delta College.

1.2 Waiver of Subrogation

Contractor waives all rights against Delta College, its elected and appointed officials, employees, students, volunteers, and agents for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to paragraph 1.1 of this agreement.

1.3 Owners and Contractors Protective Liability Insurance

Contractor shall maintain Owners and Contractors Protective Liability (OCP) insurance on behalf of Delta College, as named insured, with a limit of \$1,000,000.

1.4 Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

1.5.1 Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)

1.5.2 Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

1.5.3 Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

1.6 Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000each accident.

1.6.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos.)

1.6.2 Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

1.6.3 Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

1.7 Waiver of Subrogation

Contractor waives all rights against Delta College, its elected and appointed officials, employees, students, volunteers, and agents for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 of this Agreement or under any applicable auto physical damage coverage].

1.8 Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance.

1.8.1 The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000each accident for bodily injury by accident or \$1,000,000each employee for bodily injury by disease.

1.9 Waiver of Subrogation

Contractor waives all rights against Delta College, its elected and appointed officials, employees, students, volunteers, and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.4 of this agreement.

1.10 Subcontractors' Insurance

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by College, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

1.11 Evidence of Insurance

Prior to commencing the work, Contractor shall furnish College with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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- 1.11.1 All certificates shall provide for 30 days written notice to College prior to the cancellation or material change of any insurance referred to therein.
- 1.11.2 The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision.
- 1.11.3 Failure of College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of College to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.11.4 College shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by College.
- 1.11.5 Failure to maintain the required insurance may result in termination of this contract at College's option.
- 1.11.6 If Contractor fails to maintain the insurance as set forth herein, College shall have the right, but not the obligation, to purchase said insurance at the Contractor's expense.
- 1.11.7 With respect to insurance maintained after final payment in compliance with a requirement above, and additional certificate(s) evidencing such coverage shall be promptly provided to College whenever requested.
- 1.11.8 Contractor shall provide certified copies of all insurance policies required above within 10 days of College's written request for said copies.

1.12 No Representation of Coverage Adequacy

By requiring insurance herein, College does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to College in this contract.

1.13 Cross-Liability Coverage

If Contractors' liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.