

INSURANCE REQUIREMENTS

I. TYPES OF INSURANCE

- A. Commercial General Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 including contractual liability, personal advertising injury, and completed operations for bodily injury, personal injury, including death, and property damage on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.

Contractor shall provide the City with certificates of insurance and additional insured, primary and non-contributory coverage endorsements evidencing the insurance coverage required by this Agreement.

- B. Automobile Liability Insurance: Contractor shall procure and maintain during the life of this Agreement such Automobile Liability Insurance and shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

☐ B.1. Automobile Insurance (Option 1). Contractor shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 00 01 (or equivalent) with coverage for Code 1 (any auto). Such Automobile Liability Insurance shall have a minimum limit of no less than One Million Dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage.

☐ B.2. Automobile Insurance (Option 2). Contractor shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 00 01 (or equivalent) with coverage for (Code 8 for hired autos and Code 9 for non-owned autos). Such Automobile Liability Insurance shall have a minimum limit of no less

than One Million Dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage.

[] B.3. Automobile Insurance (Option 3). Contractor shall be required to procure Automobile Insurance only when vehicles are used in performing its work under this Agreement. It is not required for simple commuting and Contractor is prohibited from transporting any persons as a part of the services provided pursuant to the Agreement. However, compliance with California law requiring auto liability insurance is a contractual requirement.

[] B.4. Automobile Insurance (Option 4) If Contractor does not own or operate vehicles while performing services, automobile insurance is not required but must be confirmed in writing.

Contractor shall provide the City with certificates of insurance and additional insured, primary and non-contributory coverage endorsements evidencing the insurance coverage required by this Agreement.

- C. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation insurance and Employer's Liability Insurance providing full statutory limits but in no event less than one million (\$1,000,000) each accident or disease.

Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Proof of Workers' Compensation is not required if Contractor provides written verification that they have no employees. All Contractors shall be required to complete an East Palo Alto "Workers Compensation Certification" form.

- D. Professional Liability Insurance: If applicable, Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

- E. Sexual Abuse and Molestation Liability Insurance (SAM): Contractor shall procure sexual abuse and molestation liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

- F. Cyber Liability: For services or work related to technology software, hardware, and other technology services, Contractor shall provide Cyber Liability Insurance, or if appropriate for Contractor's services, Technology Errors and Omissions Insurance, with limits not less than One Million Dollars (\$1,000,000) per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

II. ADDITIONAL REQUIREMENTS

- A. Broader Insurance Coverage: In the event that Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Any umbrella or excess insurance shall include City and its officers, officials, employees, agents, and volunteers as additional insured and contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.

No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

- B. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors, and volunteers shall be named as additional insureds on any such policies of commercial general liability and automobile liability insurance.
- C. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision and be endorsed that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees,

agents, independent contractors, and volunteers have other insurance or self-insurance against a loss covered by a policy, such other insurance shall be excess insurance and shall not be called upon to contribute.

- D. Verification of Coverage: Prior to commencement of work, the Contractor shall furnish City with certificates of insurance, additional insured and primary and non-contributory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- E. Notice of Cancellation: All notices shall be in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be modified or cancelled except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice to the City shall apply in the event of policy modification or cancellation for nonpayment of premium. If an insurance carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a policy modification or cancellation no later than ten (10) business days before policy modification or cancellation.
- F. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
- G. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.
- H. Acceptability of Insurers: Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher. Coverage must be on an occurrence or accident basis, not claims-made.
- I. Modification of Insurance Requirements: The City reserves the right, at its sole discretion, to modify, amend, or update the insurance requirements set forth in this Agreement. Any such changes shall be communicated to the Contractor in writing, and the Contractor shall comply with the update requirements within the timeframe specified by the City. Failure to maintain the required insurance coverage, as modified, shall constitute a material breach of this Agreement and may result in suspension or termination of the Agreement at the City's discretion.