

## **INSURANCE REQUIREMENTS - CONSTRUCTION**

**Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, 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 and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by Contractor.**

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage and shall not contain an Explosion, Collapse, or Underground Hazard (X,C,U) exclusion.
2. **Automobile Liability:** ISO Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk (Course of Construction)** insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability** (if Design/Build) insurance with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate per policy period of one year.
6. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate per policy period of one year. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of or pertaining to the services provided by Contractor under this Agreement, including the transportation of hazardous materials or contaminants.

Contractor should check with Contractor's insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure Contractor's obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover Contractor's liability under this agreement. These insurance requirements shall not in any way relieve Contractor of liability in excess of such coverage, nor shall it preclude the District from taking such other actions as are available to it under any other provisions of this agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to the District.

The insurance to be provided by Contractor under this agreement shall not include any endorsement limiting coverage available to the District that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to the District for District's own negligence; (ii) limits the duty to defend District under the policy; (iii) provides coverage to District only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this agreement shall not contain any restrictions or limitations which are inconsistent with District's rights under this agreement.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. District may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Other Insurance Provisions**

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

#### *Additional Insured Status*

Burbank Unified School District, its Board of Education Members, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on Contractor's liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.. General liability additional insured coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

#### *Severability of Interests (Cross-Liability)*

A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

#### *Primary Coverage*

For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its Board of Education Members, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its Board of Education Members, its officers, officials,

employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

#### *Notice of Cancellation/Change in Coverage*

Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to District, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium. Prior written notice shall be sent to District pursuant to the Notices/Ship To provisions of this agreement.

#### *Builder's Risk (Course of Construction) Insurance*

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name District as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of District, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at District's site.

#### *Claims Made Policies*

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If the policy is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, or start of work date, Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII. The current A.M. Best rating for each insurer shall be noted on the Certificate(s) of Insurance.

#### *Waiver of Subrogation*

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of Contractor may acquire against District, its Board of Education Members, its officers, officials, employees, agents, and volunteers from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but

this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents, and subcontractors.

*Certificate Holder*

Certificate Holder on each insurance certificate shall be addressed pursuant to the Notices/Ship To provisions of this agreement.

*Verification of Coverage*

Contractor shall furnish District with original certificates, and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause before work begins. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall include project description, Project Number, and purchase order number when issued. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

*Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

*Failure to Maintain Insurance Coverage*

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this contract and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such coverage (but has no special obligation to do so), and without further notice to Contractor, the District may deduct from sums due to Contractor any premium costs advanced by District for such insurance.

*Special Risks or Circumstances*

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

*Notices / Ship to*

All insurance related notices and correspondence shall be sent to the requestor or:

Burbank Unified School District  
1900 West Olive Avenue  
Burbank, CA 91506  
Attention: Purchasing Services/Insurance