

SECTION 00821

Addendum #4

INSURANCE

(Contractor Provided)

- A. At or before the date specified in Section 00200 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall be not less than **[\$5,000,000]** each occurrence, **[\$10,000,000]** general aggregate limit, and **[\$5,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
 3. All-Risk Course of Construction Insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, damage to adjacent buildings, partial or total collapse of structure(s), debris removal, demolition occasioned by enforcement of Laws, water damage, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.
 4. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall be not less than \$1,000,000.
 5. Excess Liability Insurance, placed by the Program Administrator, will be provided on an “Occurrence” form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
 - ▶ \$25,000,000 Bodily Injury and Property Damage Liability
 - ▶ \$25,000,000 General Aggregate
 - ▶ \$25,000,000 Products and Completed Operations
 6. Contractor’s Pollution Liability, placed by the Program Administrator, will be provided on a “ClaimsMade” form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
 - ▶ \$25,000,000 Each Loss/Annual Aggregate
 - Claims expense, including defense cost, within limits
 - ▶ \$10,000 Deductible, Per Claim
 - The party legally responsible for any loss or damage shall, to the extent of such responsibility, pay the deductible

- B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must have an A. M. Best Company rating of [A-IX] or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.
- C. Required Endorsements: The policies required under paragraphs A.1.1.A.1, A.1.1.A.2 and A.3 of this Section 00700 shall be endorsed as follows:
1. Name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents, Swinerton Management and Consulting, and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured.
 2. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A.1.1.A.1, A.1.1.A.2 and A.3 of this Section 00821.
 3. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.
 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insured, as well as other insurance carriers for the Work
 5. Insurance certificates shall be addressed to: San Mateo County Community College District, 3401 CSM Drive, San Mateo, 94402, Attention Facilities Planning and Operations Department.
- D. Certificates of insurance and endorsements shall have clearly typed thereon District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Section 00520 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.
- E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.
- G. Nothing in this Section 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- H. Except that Subcontractors need obtain only [**\$1,000,000**] of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten (10) Days of District's request.
- I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. Provided such insurance is customarily required by District when professionals engaged in the profession practiced by Professional directly contract with District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, with a limit of not less than **[\$1,000,000]** for each claim. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b. All insurance required by paragraphs A.1, A.2 and A.4 of this Section 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Section 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF SECTION