

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.01 SUMMARY

- A. This Section includes insurance requirements, which amend Article 10 of the General Conditions.

1.02 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 for each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
 2. Commercial General Liability insurance with limits not less than \$10,000,000.00 each occurrence combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, and completed operations.
 3. Commercial Automobile Liability insurance with limits not less than \$4,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired, or non-owned vehicles, as applicable.
- B. Approval of Contractor's insurance by the City will not relieve or decrease the liability of Contractor under this Agreement. The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase.

1.03 ADDITIONAL COVERAGES

- A. Professional Liability Insurance with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors, or omissions in connection with professional services (e.g., performing field engineering, surveying, preparing designs, calculations, drawings, and specifications) to be provided under this Contract. Contractor's professional liability policy shall not have an exclusion for environmental compliance management or construction management professionals.
- B. Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form) for bodily injury, property damage, abatement of hazardous or contaminated materials, including coverage for Non-

Owned Disposal Site, and on-site or off-site third party claims. Contractor and its subcontractor(s) performing abatement or disposal of such materials must have insurance coverage and shall do so in accordance with the requirements of the Contract Documents.

- C. Railroad Protective Liability Insurance: The Contractor shall maintain in force, throughout the term of this Contract, insurance with limits not less than \$2,000,000 each occurrence combined single limit (true occurrence form), and \$6,000,000 in the aggregate for bodily injury, property damage, and physical damage, including loss of use applicable to all operations of Contractor and its subcontractors within 1) 50 feet of trackway, 2) 50 feet of the railroad's owned property, or 3) otherwise on railroad worksites.

1.04 INSURANCE FOR OTHERS

- A. For general liability, environmental pollution liability and automobile liability insurance, Contractor shall include as additional insured, the City and County of San Francisco, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them. Other parties to be protected by Contractor's liability insurance shall be as follows:
 - 1. City's consultants / City's subconsultants: N/A
 - 2. Non-City Agencies: AT&T, Comcast, PG&E
- B. General /Auto Liability policies shall:
 - 1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees as well as others as required by contract and must include coverage for bodily injury and property damage.
 - 2. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- C. For Rail Road Protective Liability Insurance, the City and County of San Francisco, San Francisco Municipal Transportation Agency, each, shall be a named insured.

1.05 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 5 working days, after the date on which the Contract is awarded, in which to deliver appropriate bond and insurance certificates and endorsements.

- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5% of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 5 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Each such policy shall be endorsed to provide 30 calendar days' advance written notice to the City of reduction or non-renewal of coverages or cancellation of coverages, except for non-payment of premiums for which no fewer than 10 calendar days' advance notice shall be provided to the City, unless otherwise approved by the City. All notices shall be made to:

Manager, SFPUC Contract Administration Bureau
City and County of San Francisco
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102.
- H. Contractor, upon receipt of any such notice of cancellation, shall file with the City a certificate of insurance of the required new or renewed policy, including applicable

policy endorsements, at least 10 calendar days before the effective date of such cancellation, change or expiration, or as soon as practicable before such effective date in the case of non-payment issues. Upon request, Contractor promptly shall furnish the City with a complete copy of the new or renewed policy.

- I. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "H" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.06 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" and shall be satisfactory to the City.

END OF SECTION