

DESIGN-BUILD SERVICES FOR THE FIRST 5 LA FACILITY
RENOVATION PROJECT
Appendix F - STANDARD INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain throughout the duration of this agreement, 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 by the CONTRACTOR, his agents, representatives, employees or subcontractors.

CONTRACTOR shall provide current evidence of the required insurance in a form acceptable to the First 5 LA and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section VII or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

I. Minimum Scope and Limits of Insurance

A. Commercial General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form # CG 00 01, with a limit of not less than \$5,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. CONTRACTOR shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$5,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Course of Construction Insurance. CONTRACTOR shall maintain course of construction insurance with coverage for "all risks" of loss. Said insurance shall have a minimum limit equal to the completed value of the Project.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to First 5 LA. Any deductible or self-insured retention exceeding \$5000 or 5% of the contract value (whichever is greater) must be approved by the First 5 LA.

III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability

First 5 LA, its elected and appointed officials, its partners, consultants, employees and volunteers are to be covered as additional insureds 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. Such coverage as an additional insured shall not be limited to the period of time during which the CONTRACTOR is conducting ongoing operations for First 5 LA but rather, shall continue after the completion of such operations.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code §2782(b). The coverage shall contain no special limitations on the scope of its protection afforded to First 5 LA, its partners, consultants, employees and volunteers. (NOTE: In lieu of a Commercial General Liability policy with this endorsement, CONTRACTOR may supply a separate owner's policy.)

B. Commercial General Liability

This insurance shall be primary insurance as respects First 5 LA, its partners, consultants, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by First 5 LA, its partners, consultants, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Course of Construction.

First 5 LA shall be named as a loss payee.

D. Workers' Compensation/Employers' Liability Insurance and Course of Construction Insurance.

Insurer shall waive their right of subrogation against First 5 LA, its partners, consultants, employees and volunteers for work done on behalf of First 5 LA.

E. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to First 5 LA.

If the contractor maintains higher limits or has broader coverage than the minimums shown above, First 5 LA requires and shall be entitled to all coverage, and to the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to First5 LA.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONTRACTOR shall ensure that First 5 LA is an additional insured on insurance required from subcontractors.

G. Special Risks or Circumstances

First 5 LA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to First 5 LA with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of First 5 LA, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if CONTRACTOR evidences the requisite need to the sole satisfaction of First 5 LA.

V. Verification of Coverage

CONTRACTOR shall furnish First 5 LA with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, CONTRACTOR shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by First 5 LA before work commences. First 5 LA reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

VI. Additional Requirements

A. All liability insurance shall be maintained continuously through the term of this agreement; however, completed operations coverage shall be maintained continuously for thirty six (36) months following issuance of the final certificate for payment or substantial performance, whichever is later.

B. If any part of the work includes blasting, shoring, excavating, underground work, underpinning, demolition, pile driving or caisson work, it shall be the obligation of the CONTRACTOR to ensure that the trade doing such part of the work has liability insurance which meets the requirements for the CONTRACTOR as set forth in this agreement.

VII. Hold Harmless

First 5 LA and its representatives, consultants, employees and First 5 LA Board shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workmen, employees of the Contractor, the subcontractors, the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work except the active negligence or willful misconduct of First 5 LA, its agents, servants, or independent contractors who are directly responsible to First 5 LA.

Further, the Contractor is obligated as follows:

- 1) The Contractor will defend any action or actions filed in connection with any claims, damages, penalties, obligations, or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith, resulting from the Contractor's operations and work.
- 2) The Contractor will promptly pay any judgment rendered against the Contractor or First 5 LA covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor.
- 3) In the event that First 5 LA is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor, the Contractor agrees to pay First 5 LA any and all cost and expense incurred by First 5 LA in such action or proceeding together with reasonable attorneys' fees.
- 4) First 5 LA may hold money that would otherwise be due the Contractor under and by virtue of the contract as shall be considered necessary by First 5 LA until disposition has been made of such actions or claims for damages as aforesaid.