

## Insurance Requirements

All proposers should be aware of the Insurance Requirements for contract award. The Certificate of Insurance must be provided by the successful proposer prior to contract award. A contract may not be awarded if insurance requirements are not met. The insurance requirements may be viewed on SCAG's website at: <https://scag.ca.gov/get-involved-contract-vendor-opportunities>.

Endorsements for the following are necessary as a part of meeting the insurance requirements:

- Commercial General Liability (\$1MM)
- Business Auto Liability (\$1MM)
- Workers' Compensation/Employer's Liability (\$1MM)
- Professional Liability (\$1MM)

Endorsements shall include:

- Additional Insured
- Primary, Non-Contributory
- Waiver of Subrogation
- Notice of Cancellation

**THE ENDORSEMENTS TO ALL OF THE POLICIES MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**

### 1. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, 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 Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate

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limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
  - (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
  - (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim and aggregate. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.
- c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) SCAG, its subsidiaries, officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its members, subsidiaries, officials and employees.
  - (2) For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects SCAG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Consultant's insurance and shall not contribute with it.
  - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its members, subsidiaries, officials and employees.
  - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted or approved insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by SCAG.
- f. Verification of Coverage – Consultant shall furnish SCAG with original endorsements and

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certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.