

Attachment One

INSURANCE REQUIREMENTS

A. Insurance Policies: Lessee shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Limits	Coverage	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate*		Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage. *The general aggregate shall apply separately to this project location or it shall be twice the occurrence limit Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
2. Business auto coverage	\$ 1 million		(For lessees using and/or commercially parking autos on premises/) ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million		<u>(For Lessees with employees only)</u> As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Lessee, its employees, agents and subcontractors.

B. Endorsements:

1. Liability policies shall provide or be endorsed to provide the following:
2. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee. The Property insurance shall **name the City of Santa Rosa as Loss Payee**

C. Other Insurance Provisions:

1. For any claims related to this project, **Lessee's insurance coverage shall be primary** and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
2. No policy required by this Agreement shall prohibit Lessee from waiving any right of recovery prior to loss. Lessee hereby waives such right with regard to the indemnitees.
3. All insurance coverage amounts provided by Lessee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
4. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Lessee may be required to provide financial guarantees.
5. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
6. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- D. Verification of Coverage and Certificates of Insurance:** Lessee shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before Lessee takes occupancy and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.