

SECTION 8
AGREEMENT - INSURANCE REQUIREMENTS

8.0 INSURANCE REQUIREMENTS

Confirm that the following insurance requirements have been met including signed Additional Insured Endorsements as outlined below (***NOTE: ACORD Certificates of Insurance are not acceptable as Additional Insured Endorsements***):

- General Liability: Comprehensive or Commercial with combined single limit of \$1.0 million per occurrence with \$5.0 million aggregate; or \$1.0 million aggregate, separate for this project as evidenced by endorsement.
- Automotive/Vehicle Liability: combined single limit of \$1.0 million per accident.
- Workers' Compensation Insurance: minimum limit of \$1.0 million. Such Workers' Compensation Insurance shall be endorsed to provide a Waiver of Subrogation.
- Excess Liability: Limit: when combined with primary insurance will equal General Liability and Automobile Liability.
- Each such policy of General Liability and Automotive/Vehicle Liability Insurance shall contain the following endorsements:
 - The City of San Bernardino, the City of San Bernardino Municipal Water Department, their Council members, Commissioners, Officers, Agents, Employees, Consultants, and Engineers, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the Department in connection with the Contract with the Department, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct of the Department's Engineer or the Department.
 - Each policy shall contain an endorsement that provides that the insurance policy will not be canceled, limited, materially altered, or non-

renewed by the insurer until thirty (30) days after receipt by the Department of a written notice of such cancellation or reduction in coverage.

- This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

No work shall commence until all of the above requirements exist. Additional requirements and details pertaining to insurance requirements can be found in Appendix C, Section 17 of the Draft Developer-Installed Water System Installation and Conveyance Agreement.

These insurance requirements shall be tracked and maintained throughout the life of the contract and during the Warranty Bond period. The Water Utility Senior Administrative Coordinator and the Senior Office Assistant initiates, tracks, and maintains these requirements throughout the life of the project.