

**ATTACHMENT 10:
DISTRICT'S INSURANCE REQUIREMENTS**

A. Design-Builder Insurance Coverages

Design-Builder shall procure and maintain the following insurance and limits of liability at all times during the period on which the Agreement is in full force and effect, provided, however, that the Builder's Risk Insurance shall be procured and maintained as set forth in Paragraph (d) below. The required insurance shall be procured and maintained from insurance companies currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of AM Best's Key Rating Guide, unless otherwise approved by Owner. Design-Builder, at its own cost and expense, may purchase any additional kinds of insurance which in its own judgment may be necessary to protect its interests.

(a) Commercial General Liability Insurance. Design-Builder shall procure and maintain a policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional named insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$5,000,000 per occurrence for all covered losses, and no less than \$10,000,000 general aggregate, for bodily injury, personal injury and property damage, and a \$10,000,000 completed operations aggregate. Products/completed operations coverage shall extend a minimum of three years after PROJECT completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The DISTRICT, and its officials, officers, agents, and employees, shall be included as additional insureds under the policy.

(b) Automobile Liability Insurance. Design-Builder shall procure and maintain a policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$2,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(c) Workers' Compensation and Employer's Liability Insurance. Design-Builder shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least \$1,000,000), which shall each indemnify, insure and provide legal defense for Design-Builder against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Design-Builder in the course of carrying out the work or services contemplated in the Agreement.

(d) Builder's Risk Insurance. For new building and building renovation construction, Design-Builder shall procure and maintain a policy of Builder's Risk Insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The Owner shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to Owner to ensure adequacy of terms and limits. Design-Builder shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to Owner. The Design-Builder shall be the named insured, and the Owner and subcontractors of any tier shall be named as insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the Owner, its officials, officers, agents, and employees.

(e) Contractor's Pollution Liability Insurance. Design-Builder shall procure and maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to Owner providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the DISTRICT, its officials, officers, agents, and employees as insureds. The policy shall remain in full force and effect for the period of the Work and a five (5)-year extended reporting period after Final Completion.

(f) Professional Liability Insurance. Design-Builder or Lead Engineer shall procure and maintain Professional Liability insurance. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the Agreement Date. The policy must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under the Agreement. The insurance must be maintained for at least five (5) consecutive years after Final Completion. During this additional 5-year period, Design-Builder shall annually and upon request of Owner submit written evidence of this continuous coverage. Limits shall be no less than \$2,000,000 per claim and \$4,000,000 general aggregate.

(g) Cyber. Design-Builder shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Design-Builder, its agents, representatives, or employees. Design-Builder shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, shall be maintained with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(h) Umbrella/Excess Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the above obligations. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: (1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; (2) be payable on behalf of wording as opposed to reimbursement; (3) have concurrency of effective dates with primary policies; (4) "follow form" to the underlying primary policies; and (5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

B. Insurance to be Maintained by First-Tier Design Consultants and Subcontractors

1. General and Limits. Design-Builder will cause all first-tier Design Consultants and Subcontractors to procure and maintain the following minimum insurance coverages or be responsible for maintaining such coverages on behalf of each party. The policies shall satisfy the same requirements as set forth above for Design-Builder, with the exception of the limits which are set forth below. Owner Indemnitees shall be additional named insureds on each such policy on a primary, non-contributory basis for the coverages set forth in Paragraphs (a), (b) and (d) below.

(a) Commercial General Liability Insurance. Limits in an amount no less than \$2,000,000 per occurrence and in the aggregate annually.

(b) Automobile Liability Insurance. Limits in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Workers' Compensation and Employer's Liability Insurance. Statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee.

(d) Umbrella/Excess Liability Insurance. For Subcontracts valued at more than \$1 million, umbrella/excess coverage shall be in the amount of \$3 million per occurrence and in the aggregate annually.

2. CCIP. Should Design-Builder implement a contractor-controlled insurance program ("CCIP") providing compliant insurance for all participants with regard to on-site activities, all first-tier Subcontractors enrolled in the CCIP shall still be responsible for procuring and maintaining automobile liability insurance and the other insurance coverages noted above with

regard to off-site work. Owner Indemnitees shall be included as additional named insureds on a primary, non-contributory basis for the applicable insurance coverages set forth in Paragraph 1(a), 1(b) and 1(d) above.

C. Insurance to be Maintained by Suppliers

Design-Builder shall require Suppliers to purchase and maintain commercial general liability, automobile liability and any other insurance that is appropriate for their participation in the Project.

Subcontractors. Design-Builder must enter into a written and executed contract agreement with each of its subcontractors, subconsultants, and/or any other parties ("subcontractor" or "subcontractors") that provide materials, services, or perform construction or other work on or for the project. The contract agreement must contain a defense, indemnification, and hold harmless provision in favor of the Owner, its officials, officers, agents, and employees. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of Design-Builder under this Agreement, except for Builder's Risk Insurance and Professional Liability insurance if subcontractor will not be providing design or engineering services. Design-Builder shall obtain certificates of insurance and required policy endorsements from each of its subcontractors and provide a copy to the Owners upon request.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design-Builder's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Design-Builder's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Design-Builder's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Design-Builder may use Umbrella or Excess Policies to provide the liability limits as required in this contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss

covered hereunder, shall be called upon to contribute to a loss until the Design-Builder's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Waiver of Subrogation

Design-Builder hereby grants to District a waiver of any right to subrogation which any insurer of said Design-Builder may acquire against the District by virtue of the payment of any loss under such insurance. Design-Builder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Design-Builder to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Design-Builder or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. District may deduct from any amounts otherwise due Design-Builder to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. District reserves the right to obtain a copy of any policies and endorsements for verification.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Builder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Design-Builder shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design-Builder's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature

of the risk, prior experience, insurer, coverage, or other special circumstances.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.