

# Insurance

## Operation and Maintenance Services

### **INSURANCE REQUIREMENTS.**

**Service Provider's Insurance.** Without limiting Service Provider's indemnification of Owner, Service Provider shall maintain at its own expense during the entire term of this Agreement policies of insurance of the types and amounts described below.

**Commercial General Liability Insurance.** Service Provider shall maintain commercial general liability insurance providing coverage for bodily injury, property damage, and personal and advertising injury with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than [\$1,000,000] per occurrence, and [\$1,000,000] general aggregate and shall include coverage for completed operations for up to the statutory period. This policy shall include blanket contractual liability. Limits may be achieved through a combination of primary and excess/umbrella policies.

**Automobile Liability Insurance.** Service Provider shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than [\$1,000,000] combined single limit for each accident.

**Workers' Compensation Insurance.** Service Provider shall maintain Workers Compensation Insurance as required by applicable state statute and Employer's Liability Insurance, with limits of at least one million dollars (\$1,000,000) per accident, employee, and disease.

introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

transfer fraud coverage, money and securities coverage, money orders and counterfeit money coverage, burglary, robbery, theft, and employee dishonesty coverage with limits in an amount not less than one million dollars (\$1,000,000).

### **Other Provisions of Service Provider's Insurance.**

**Additional Insured Status.** Except for professional liability and workers compensation insurance, insurance policies required herein shall provide or be endorsed to provide that

Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Primary Insurance.** Service Provider's insurance shall be primary and non-contributory with any insurance maintained by Owner and shall include cross liability or severability of interest.

**Proof of Insurance.** Service Provider shall deliver to Owner certificates of insurance on an Acor or equivalent form signed by an authorized representative of the insurers prior to the execution of this Agreement, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by Owner. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Owner reserves the right to request copies of required insurance policies, as needed.

**Deductibles and/or Self-insured Retentions.** Any self-insured retentions must be declared to and approved by Owner. Payment of deductibles and self-insured retentions maintained by Service Provider is the sole responsibility of the Service Provider. To the extent Service Provider elects to self-insure, subject to Owner's approval, such self-insurance shall in no way limit liabilities assumed by Service Provider in this Agreement, including but not limited to Owner's status as an additional insured or Service Provider waiving rights of recovery or subrogation.

**Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State in which the Property is located, with an assigned policyholders' AM Best Rating of A- (or higher) and Financial Size Category Class VII (or larger), unless otherwise approved by the Owner's Risk Service Provider.

**Notice of Cancellation.** Service Provider's insurance shall be endorsed to provide Owner with written notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days written notice of cancellation.

**Service Provider's Property.** Service Provider is solely responsible for the repair or replacement of Service Provider's personal property and equipment, whether owned or non-owned, used in the course of Service Provider's work. Owner shall have no responsibility to insure or cover the cost to repair or replace Service Provider's personal property or equipment, regardless of cause of loss.

**Subcontracted Work.** Should Service Provider subcontract any of the work under this Agreement, Service Provider shall require its subcontractor to carry insurance in types and with limits appropriate for the risk and such policies shall include Owner as an additional insured.

**Enforcement of Contract Provisions (non estoppel).** Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Owner to inform Service Provider of non-

compliance with any requirement imposes no additional obligations on the Owner nor does it waive any rights hereunder.

**Requirements not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Owner's Rights of Enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Owner has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Owner will be promptly reimbursed by Service Provider or Owner will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, Owner may cancel this Agreement.

**Owner's Right to Revise Specifications.** The Owner reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Service Provider ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the Service Provider, the Owner and Service Provider may renegotiate Service Provider's compensation.

**Additional Insurance.** Service Provider may maintain, at its own cost and expense, any additional kind of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**Waiver of Subrogation.**

All insurance coverage maintained by Service Provider shall be endorsed to waive subrogation against the Owner, including its officers, agents, officials, employees, and volunteers or shall specifically allow the Service Provider to waive its rights of subrogation prior to a loss. Service Provider hereby waives its rights of recovery against the Owner.