



Contractor Insurance Requirements

Contractor shall maintain insurance on all of Contractor's operations during the progress of the work, with insurance companies operating on an "admitted" basis in California with an AM BEST's rating of at least A- VIII. Coverage shall be on forms acceptable to CADA and shall be the greater of all insurance coverages and limits carried by the contractor or the minimum insurance and amounts included below:

1. CERTIFICATES

CERTIFICATES OF INSURANCE SHALL BE FURNISHED BY CONTRACTOR TO CADA BEFORE ANY WORK IS COMMENCED HEREUNDER BY CONTRACTOR.

2. WORKERS' COMPENSATION

- a. Statutory limits, as required by law.
- b. Employers liability
 - i. \$1,000,000 by accident
 - ii. \$1,000,000 by disease - policy limit
 - iii. \$1,000,000 by disease - each employee
- c. **Waiver of Right of Recovery (Waiver of Subrogation) Endorsement in favor of CADA, Owner, and any others, as required by Contract.**

3. COMMERCIAL GENERAL LIABILITY

- a. On an Occurrence Basis
 - i. 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit
 - ii. 2,000,000 General Aggregate
 - iii. 2,000,000 Products & Completed Operations Aggregate
 - iv. 2,000,000 Personal & Advertising Liability Aggregate
 - v. 2,000,000 Per Project Aggregate
- b. CGL policy form shall be ISO CG 00 01 11 88, or equivalent, unless agreed to in writing by CADA.
- c. Claims made policies, including modified occurrence forms, are not acceptable.
- d. Contractor's deductible or self-insured retention shall be no greater than 10,000 per occurrence.
- e. CGL coverage to **include**:
 - i. Premises operations and mobile equipment liability.
 - ii. Completed operations and products liability.
 - iii. Contractual liability insuring the obligations of Contractor's obligations assumed in this contract.
 - iv. Owner's & Contractor's Protective Liability (OCP).
 - v. Coverage for explosion, collapse, and underground property damage.
 - vi. Coverage for subsidence.
 - vii. Broad form property damage.
 - viii. Personal injury.
 - ix. Severability of interest.

4. AUTOMOBILE

- a. \$1,000,000 Per Accident, Bodily Injury and Property Damage, combined single limit.
- b. Liability shall be for "Any Auto"
- c. Coverage to include "Hired" and "Non-Owned" autos

5. EXCESS LIABILITY

- a. On an Occurrence Basis
- b. Claims made policies, including modified occurrence forms, are not acceptable.
- c. 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit
- d. 1,000,000 Aggregate

6. BUILDER'S RISK

Contractor is responsible for insurance on Contractor's work until final acceptance by CADA.

Contractor can comply with this section through the purchase of an Installation Floater, or Builder's Risk insurance on an "All Risk" basis, excluding Earthquake & Flood.

- a. Deductibles under the insurance required in 5.(a) shall be no larger than \$2,500 per occurrence.
- b. Contractor shall be responsible for said deductible.
- c. CADA shall be named as additional insured and loss payee on said policy.
- d. Builder's Risk insurance shall allow for "testing."
- e. Insurance in this section shall provide coverage for property stored off premises and while in transit.

7. ADDITIONAL INSURED

POLICIES DESCRIBED IN ITEM 2, 3, 4, AND 5 ABOVE, SHALL BE ENDORSED TO NAME CADA, 1322 O ST INVESTORS LP, CAPITOL AREA COMMUNITY DEVELOPMENT CORPORATION, STATE OF CALIFORNIA, CITY OF SACRAMENTO, ITS SUBSIDIARIES AND AFFILIATES AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

- a. Policies shall also add as an additional insured any other person or entity required by contract to be so added.
- b. Policies shall stipulate that the insurance afforded to the additional insureds shall be **primary** insurance and that any insurance carried by the additional insureds shall be excess and non-contributory with Contractor's insurance.
- c. **Contractor shall use Additional Insured Endorsement CG 20 38 04 13 and Primary and Non-Contributory Endorsement CG 20 01, or coverage equally as broad for policies described in 2, 4, and 5 above.**

8. TERM OF COVERAGE

All such insurance coverage shall remain in effect until Contractor's work has been completed and received final acceptance by CADA.

9. INSURANCE NONCOMPLIANCE BY CONTRACTOR

If Contractor does not comply with the insurance requirements of this contract, CADA may, at its option, provide insurance coverage to protect Owner and CADA and charge Contractor for the cost of that insurance. If CADA elects to provide such insurance, this shall in no way limit or relieve Contractor of the duties and responsibilities assumed by it in this Subcontract.

CONSTRUCTION CONTRACTS —

- Contractor is responsible to ensure that subcontractors' insurance coverage is at least as broad as contractor's and includes the required Additional Insured Endorsements.
- **All construction contracts require Bonds as noted below —**
 - Payment Bond 100%
 - Performance Bond 100%