



## **INSURANCE REQUIREMENTS FOR CONTRACT PROVIDERS INCLUDING IT SERVICES**

Consultant or Vendor 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 Consultant, its agents, representatives, or employees. Consultant 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.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damages, bodily injury, and personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability, Cyber Liability, or Errors and Omissions:** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(See “claims made policies” below)*

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, “The City of Chula Vista” requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to “The City of Chula Vista”.

### **Other Insurance Provisions**

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

### ***Additional Insured Status***

“The City of Chula Vista” is to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant’s insurance, at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used. For Vendors ISO Form CG 20 15 12 19 is acceptable. *Specifically, endorsement must not exclude Products / Completed Operations.*

### ***Primary Coverage***

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory**, with coverage at least as broad as ISO CG 20 01 12 19 as respects “The City of Chula Vista”. Any insurance or self-insurance maintained by “The City of Chula Vista” shall be excess of the Consultant’s insurance, including any excess policies, and shall not contribute with it.

### ***Umbrella or Excess Policy***

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to “The City of Chula Vista”.

### ***Waiver of Subrogation***

Consultant hereby grants to “The City of Chula Vista” a waiver of any right to subrogation which any insurer of said Consultant may acquire against “The City of Chula Vista” by virtue of the payment of any loss under such insurance. Consultant 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 City of Chula Vista” has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by “The City of Chula Vista”. “The City of Chula Vista” may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related 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 “The City of Chula Vista”.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to “The City of Chula Vista”.

### ***Claims Made Policies***

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

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 Contractor must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish “The City of Chula Vista” with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by “The City of Chula Vista” before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. “The City of Chula Vista” reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that “The City of Chula Vista” is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

“The City of Chula Vista” reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.