

costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. Entity approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section.

5-4.2 General Liability Insurance. *DELETE the 2nd paragraph and SUBSTITUTE with the following:*

General Liability (including premises, operations and mobile equipment, products, and completed operations, broad form property damage including completed operations, explosion, collapse and underground hazards, contractual liability, personal injury, independent contractors' liability): with a minimum limit of **Four Million Dollars (\$4,000,000)** for each occurrence (combined single limit for bodily injury and property damage) and **Six Million Dollars (\$6,000,000)** general aggregate. The general aggregate limit shall apply separately to the Contractor's work under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Products-Completed Operations: Contractor shall procure and submit evidence of insurance in accordance with 7-3 of the Standard Specifications and these Special Provisions for a period of at least three (3) years from the time that all Work under this Contract is completed.

5-4.3 Workers' Compensation Insurance. *MODIFY to ADD the following:*

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Such insurance shall be endorsed to waive the insurer's right of subrogation against the City of Irvine and their elected officials, officers, employees, volunteers, boards, and representatives.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to Agency in writing prior to Agency's execution of this Contract. Agency and Agency Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

This insurance shall be primary and any other insurance, deductible, or self-insurance available to the insured shall be in excess of and shall not contribute with this insurance.

5-4.6 Builders Risk Insurance. At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement, builders risk insurance for any property constructed on behalf of the City, to cover “all risks” of physical loss providing coverage for loss or damage from collapse, including collapse resulting from builder’s design error. The value of the insured shall cover 100% of the completed Contract cost and shall maintain until acceptance of the Work. Proceeds payable under this insurance policy shall be fully payable to the City as Loss Payee.

Such insurance shall be endorsed to waive the insurer’s right of subrogation against the indemnified parties.

~~**5-4.7 Professional Liability Insurance.** At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement and for a minimum of five (5) years thereafter, a Professional Liability Insurance Policy (that includes errors and omissions, and professional malpractice) with a minimum limit of Three Million Dollars (\$3,000,000) per claim. The policy shall provide coverage for any loss arising out of or caused by the Contractors performance of the Agreement.~~

~~If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.~~

5-4.8 Evidence of Insurance. Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

The City’s insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

The City project title or description MUST be included in the “Description of Operations” box on the certificate.

Certificate Holder:

City of Irvine
c/o EXIGIS Risk Management Services