

# COACHELLA VALLEY WATER DISTRICT INSURANCE REQUIREMENTS AND INDEMNITY AGREEMENT

## Insurance

1.01 Insurance Requirements. The Successful Bidder shall carry and maintain, at Contractor' sole cost and expense, at all times while this Agreement is effect, with a reputable company or companies reasonably acceptable to the District:

(a) Commercial General Liability Insurance written on an occurrence basis of at least \$1,000,000 per occurrence, for bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, ongoing and products and completed operations.

(b) Commercial Automobile Liability Insurance written on a per occurrence basis with a single limit of liability in the amount of \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

If Contractor is carrying pollutants, the automobile policy must provide pollution liability for transporting/carrying pollutants to cover clean-up cost, bodily injury, property damage, and expenses related to such. In addition it is required that the automobile policy endorse a Motor Carrier Policies of Insurance for Public Liability under sections 29 and 30 of the Motor Carrier Act of 1980 (MCS-90).

(c) Workers' Compensation Insurance as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. along with Employer's Liability limits of \$1,000,000.

(d) Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, including transporting/carrying pollutants and site location to cover clean-up cost, bodily injury, property damage, and expenses related to such. with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

(e) All of Contractor's policies shall contain the following provisions and endorsement forms that:

(i) Names Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds (Except workers' compensation); and,

(ii) The insurer waives all right of subrogation against District, its employees, directors, officers and agents; and,

(iii) Written notice shall be given to District at least 30 days prior to termination, cancellation or reduction of coverage in the policy; and,

(iv) Such insurance is primary insurance as respects to the interests of the additional insured and that any other insurance maintained by the additional insured is excess and not contributing insurance with the insurance required by Contractor; and,

(v) Apply a "Cross Liability" or "Severability of Interest" clause to District; and,

(vi) Have deductibles which are not greater than those normally maintained for similar projects in the State of California.

(vii) Such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Contractor under the Agreement.

(e) Prior to commencement of any work, Contractor shall deliver to District, the certificates of insurance and endorsements covering all policies providing the required insurance referred to above, and shall be signed on behalf of the insurer by its authorized representative. Contractor shall, upon written request by District, furnish copies of such policies, certified by an authorized representative of the insurer.

(f) The foregoing requirements as to the types, limits and the District's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

### Indemnification

2.01 Contractor's Duty to Indemnify. Contractor covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Contractor's services shall be the sole responsibility of Contractor and its successors and assigns and District shall not be liable to Contractor, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by District or District's employees' or agents' gross negligence or willful misconduct. Contractor shall defend, indemnify and hold District, its officers, directors, employees, contractors, agents, successors and assigns ("District Indemnitees"), harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, expenses or obligations of whatever nature, including attorneys' fees and costs and the costs of all other professional and all court or arbitration or other dispute resolution costs (collectively, "Costs") which may be made against District Indemnitees arising out of or in connection with:

(a) The retention by District of Contractor's service;

(b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Contractor, its officers, agents, servants, representatives or employees, or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable (collectively, "Representatives") in the performance of this Agreement and the work to be done under this Agreement;

(c) Any violation or alleged violation by Contractor or Contractor's Representatives, of any law or regulation now or hereafter enacted;

(d) Any breach by Contractor of his/her/its obligations under this Agreement;

(e) The death and/or injury to any person or damage to any property (real or personal) which may be caused or is claimed to have been caused, by the negligence, act or omission by Contractor, or Contractor's Representatives; and

(f) Any enforcement by District of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the District Indemnitees' gross negligence or willful misconduct. Contractor, upon notice from District, shall defend the same at Contractor's expense by counsel satisfactory to District. The provisions of this section shall survive the expiration or other termination of this Agreement.