

Appendix E: Insurance Requirements

1. Commercial General Liability

- a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- b. The policy shall allow and be endorsed as primary and not seek contribution from YoloTD's coverage.
- c. The policy(s) shall provide and be endorsed to include YoloTD, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
- d. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided to YoloTD.
- e. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of YoloTD and its officers, officials, employees, agents, and volunteers.

2. Business Automobile Liability

- a. Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with a limit of not less than \$5,000,000 each accident. If the Contractor's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided.
- b. The policy shall provide and be endorsed that YoloTD, its officers, officials, employees, agents, and volunteers are included or named as additional insureds.
- c. The policy shall provide and be endorsed to include a waiver of subrogation in favor of YoloTD, its officers, officials, employees, agents, and volunteers.

3. Umbrella or Excess Liability

- a. The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include Contractor and its officers, officials, employees, agents, and volunteers as additional insured.

4. Workers' Compensation and Employers' Liability - Statutory

- a. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of YoloTD.

- b. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against YoloTD and its officers, officials, employees, agents, and volunteers.
- c. The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by YoloTD upon written verification that Contractor does not have any employees.

5. Crime/Fidelity Bond

- a. Insurance no less than \$50,000 per occurrence, covering all CONTRACTOR's officers and employees, for loss of YoloTD proceeds caused by dishonesty and/or theft.

6. Insurance Claims

This Section specifies CONTRACTOR's duty to pursue insurance claims for YoloTD-provided buses or equipment damaged or destroyed while in CONTRACTOR's possession.

- a. CONTRACTOR agrees to maintain and return such buses, facility, and equipment to YoloTD in the same condition as when provided by YoloTD, excepting only reasonable wear and tear not attributable to CONTRACTOR's failure to perform its maintenance obligations pursuant to this Agreement.
- b. If such buses, facilities, and equipment are damaged or destroyed while in CONTRACTOR's possession, CONTRACTOR, shall immediately obtain estimates and repair or replace such in an expeditious manner, avoiding, to the best extent practicable, use of damaged buses or equipment in service until they have been repaired or replaced. In its own behalf, CONTRACTOR may pursue any insurance claims which may exist by virtue of the damage or destruction, to the following extent:
 - i. To the full value of the loss if no claim will be made against YoloTD or its insurer;
 - ii. To the extent of CONTRACTOR's or its insurer's out-of-pocket loss if any portion of the loss is claimed against YoloTD or its insurer. In the event that any portion of the loss is claimed against or covered by YoloTD or its insurance, the proceeds of any collection from a third person, and the costs of such collection, shall be prorated between CONTRACTOR and YoloTD on the same ratio as exists with regard to the actual loss coverage paid by the CONTRACTOR's insurance versus YoloTD's insurance.

The CONTRACTOR and its insurer shall extend full cooperation to YoloTD and its insurer in claims adjustment against third persons. In the event that the CONTRACTOR's or its insurance carrier's actions result in a disclaimer of coverage by YoloTD's insurance carrier(s), the CONTRACTOR shall indemnify YoloTD for its total costs resulting therefrom.

7. All Coverages

- a. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.
- b. Each required insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice, has been given to YoloTD, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to YoloTD of a cancellation no later than five (5) business days before cancellation.

- c. All self-insurance, self-insured retentions, and deductibles must be declared and approved by YoloTD.
- d. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish YoloTD with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Contractor shall provide complete or certified copies of all required insurance policies if requested by YoloTD.
- e. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- f. Hired Parties – Contractors who will use subcontractors or other parties to provide materials, services, or perform construction or other work for the Contractor must enter into a written and executed contract agreement with each of its subcontractors, vendors, agents, subconsultants and/or any other parties, collectively, “hired parties”. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of YoloTD and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the hired parties to comply with the insurance requirements required of the Contractor, including providing an additional insured endorsement for ongoing and completed operations. Contractor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to YoloTD upon request.