Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

# MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage *(occurrence form CG 0 01 10 01)*.
2. Insurance Services Office Additional Insured form *(CG 20 37 or CG 20 26)*.
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 *(any auto) [require if scope of work includes driving on its property]*.
4. Workers’ Compensation insurance as required by state law and Employer’s Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant’s profession.

# MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation)*. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers’ Compensation *(statutory)* and Employer’s Liability: $1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: $1,000,000 per occurrence.

# NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies. Central Valley Low Income Housing Corp., including its governing board, attorneys, officers and employees herein collectively referred to as the “Parties” shall be listed as Additional Insured on the policy.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Parties. At the option of the Parties, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Parties, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Parties guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

# OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Parties, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
2. The Consultant’s insurance coverage shall be primary insurance as respects the Parties, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Parties, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Parties.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract.

Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Consultant.

# ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than B+: VI. Consultants must provide written verification of their insurer’s rating.

# VERIFICATION OF COVERAGE

Consultant shall furnish the Parties with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Parties in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. The Parties reserve the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

# SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Parties. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub- contractor in a manner and in such time as to permit the Parties to approve them before sub-contractors’ work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Consultant shall indemnify the Parties for any claims resulting from the performance or non-performance of the Consultant’s sub-contractors and/or their failure to be properly insured.