



SUMMARY OF INSURANCE REQUIREMENTS

Refer to **City of Walnut Creek Consultant Services Agreement for comprehensive insurance provisions**

Proof of insurance comprised of certificates of insurance and original endorsements of comprehensive general liability, auto liability and workers' compensation insurance written by one or more responsible insurance companies licensed to do business in California.

- **Certificate of Insurance**
 - **General Liability policy**
 - \$2,000,000 per occurrence
 - \$4,000,000 general aggregate
 - Certificate Holder:
 - City of Walnut Creek**
 - 1666 North Main Street**
 - Walnut Creek, CA 94596**
 - **Automobile Liability**
 - \$1,000,000 combined single limit per accident for bodily injury and property damage
 - **Workers' Compensation policy** as required by the Labor Code of the State of California and Employers Liability Insurance–
 - \$1,000,000 per accident
 - \$1,000,000 per disease or injury
 - **Errors and Omissions Liability/Professional Liability**
 - \$1,000,000 per claim and annual aggregate

ALL Certificates of Insurance **MUST** have accompanying Endorsements

- **Endorsement(s) for General Liability and Automobile Liability**
 - An original Additional Insured Endorsement naming in its entirety:

“The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers”

as additional insured in respect to liability arising out of activities performed by or on behalf of Company and **MUST** reference the applicable policy number on the endorsement.

- Primary and Non-Contributory
 - Completed Operations
 - Waiver of Subrogation
- **Waiver of Subrogation for Workers' Compensation policy (if applicable)**
 - The Waiver of Subrogation endorsement **MUST** reference the policy number.

The certificates and endorsements are to be on ISO-approved forms. The City will not accept a Certificate of Insurance alone as proof of insurance coverage.

Indemnification

The City's standard indemnification language is:

"Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any "design professional" shall not exceed the design professional's proportionate percentage fault.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance."