



### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, Insurance Primary. Insurance policy endorsements shall clearly state that the District, Advocates for Human Potential, Inc (AHP) and the State Department of Health Care Services is named as additional insured under the policy described, except Workers Compensation/Employers Liability and that such insurance policy shall be primary and non-contributory to any insurance or self-insurance maintained by the District, AHP and the State Department of Health Care Services.

Waiver of Subrogation. **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the District, AHP and the State Department of Health Services for all work performed by the Contractor, its employees, agents, and subcontractors.

Notice of Cancellation. Notice of cancellation shall be provided at least 30 days prior to any cancellation to the District, AHP and the State Department of Health Care Services.

Claims Made Coverage. If any coverage required is written on claims-made coverage form:

- 1) A retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of work.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the contract work.
- 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to contract effective, or start work date, the contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the contract work.

### ***Umbrella or Excess Policies***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if all the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the



arising from any error, omission, negligent, or wrongful act of the Contractor, its officers, agents, employees, subconsultants and subcontractors. The coverage shall continue to be maintained in the amount herein for at least 10 years from the date the Project is completed and accepted by the District.

The Contractor agrees that the insurance required herein shall remain in effect at all times during the terms of this Agreement. At least thirty (30) calendar days prior to the expiration of any policy of insurance required herein, the Contractor shall provide to the District, AHP and the State Department of Health Care Services, a new certificate of insurance evidencing insurance coverage as provided herein for a period of not less than one year.

Builders Risk Insurance: This is the Districts responsibility, and such coverage shall be obtained in accordance with industry standards applicable to the Project. For example, if applicable it will insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30) and be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal. This policy shall be written on a completed-value basis and cover the entire value of the Work and cover the entire value of the equipment, against loss or damage until completion including any Owner furnished materials and equipment, against loss or damage until completion and acceptance by Owner.