SECTION 00800 SUPPLEMENTARY GENERAL CONDITIONS Article 2 – Indemnity and Insurance is amended as provided below:

"2 ARTICLE 2 - INDEMNITY AND INSURANCE

2.01 INSURANCE

Within ten (10) days after award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Section 00800-Article 2, **INDEMNITY AND INSURANCE**, and submit coverage verification for review and approval by the City prior to the City's execution of the Contract.

The Contractor shall not commence work until such insurance has been approved by the City. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and Acceptance thereof. In addition, the Commercial General Liability Insurance shall be maintained for a minimum of five (5) years after final completion and acceptance of the Work (the "Guarantee Period"). The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall require insurance coverage and limits of Subcontractors appropriate to the risks associated with their work and shall not allow any subcontractor to commence work on its subcontract until all insurance of required insurance of the subcontractor has been obtained and verified by the Contractor and submitted to the Construction Manager for the City's review and records. Subcontractors shall furnish original certificates and endorsements as verification of insurance coverage. The insurance liability limits specified in Section 00800-Article 2, INDEMNITY AND INSURANCE, shall not necessarily apply for all subcontractors listed in Section 00430, DESIGNATION OF SUBCONTRACTORS. The Contractor shall designate the insurance coverages and liability limits for all other subcontractors.

Companies writing the insurance under this article shall be admitted to do business in the State of California or, if unavailable from an admitted carrier, the insurance may be acquired from otherwise eligible non admitted company(s) admitted to do business under the Surplus Line Law of the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A_:VII.

None of the policies of insurance required herein shall be suspended, voided, or canceled, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail return receipt requested has been given to the City.

All costs for all insurance shall be included in the Bid.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims related to this Project, T the Contractor's Commercial General Liability, Protection and Indemnity and Pollution Liability insurance coverage policies shall be endorsed to state that each policy is be-primary and shall not contribute with any insurance or self-insurance of insurance as respects—the City, Sausalito Marin City Sanitary District, the Spinnaker Restaurant, the Design Consultant, the Construction Manager, and all of their officers, officials, employees, agents and volunteers (the "Additional Insureds"). Any insurance or self-insurance maintained by an Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors.

A. Commercial General <u>Liability</u>, <u>Pollution Liability</u>, <u>(including Pollution)</u>, Protection and Indemnity <u>for owned and non-owned vessels</u> (<u>if marine equipment and or vessels if are used</u>) and Automobile Liability Insurance <u>for owned, hired and non-owned automobiles</u>. - <u>These coverages shall protect the Contractor from elaims for bodily injury and property damage which may arise because of the nature of the Work or from operations, products or completed operations under this Contract.</u>

1. Additional Insureds – The Commercial General Liability, Protection and Indemnity and Automobile—Pollution Liability policies of insurance shall be endorsed to name as additional insureds the City of Sausalito, Sausalito Marin City Sanitary District, the Spinnaker Restaurant and each of their officers, employees, and agents; the Design Consultant, the Construction Manager and each of their partners, officers, employees, and agents and coverage provided to such additional insureds. The Commercial General Liability policy shall se policies shall provide coverage to each of the insureds with respect to the Workproducts/completed operations. Both bodily injuryAll policies shall be written—and property damage insurance must be on an occurrence basis. These policies shall be endorsed to provide primary coverage to the full limit of liability stated in the declarations, and if there is any other insurance against the loss

- covered by said policy, that other insurance shall be excess insurance and not contribute with Contractor's policy.
- 2. Amount of Coverage The bodily injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$10,000,000\$5,000,000 (FIVE MILLION DOLLARS) on account of any one occurrence with an annual general aggregate limit of not less than \$5,000,000 (FIVE MILLION DOLLARS)\$10,000,000, and \$5,000,000 (FIVE MILLION DOLLARS)\$10,000,000 products and completed operations aggregate, combined single limit. The limits of coverage for Protection and Indemnity (for marine equipment and vessels) shall be not less than \$5,000,000 (FIVE MILLION DOLLARS)\\$10,000,000 on account of any one accident arising out of the ownership, maintenance, or use of any owned or non-owned vessels. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These limits shall apply separately to the Project; if the limits are not project specific, Contractor shall provide insurance with limits double the amounts set forth above."

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