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 evidence of required insurance 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.

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 except after thirty (30) days' prior notice 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. The Contractor's Commercial General Liability, Protection and Indemnity and Pollution Liability insurance policies shall be endorsed to state that each policy is primary and shall not contribute with any insurance or self-insurance of 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 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 Liability, Pollution Liability, , Protection and Indemnity for owned and non-owned vessels (if marine equipment or vessels are used) and Automobile Liability Insurance for owned, hired and non-owned automobiles. -

- 1. Additional Insureds The Commercial General Liability, Protection and Indemnity and 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 provide coverage to each of the insureds with respect to products/completed operations. All policies shall be written on an occurrence basis.
- 2. Amount of Coverage The Commercial General Liability insurance shall provide coverage in the following limits of liability: \$5,000,000 (FIVE MILLION DOLLARS) on account of any one occurrence. The limits of coverage for Protection and Indemnity (for marine equipment and vessels) shall be not less than \$5,000,000 (FIVE MILLION DOLLARS) on account of any one accident. The Automobile Liability insurance policy shall provide minimum limits of \$5,000,000 per accident. 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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