

INSURANCE REQUIREMENTS FOR SUPPLIERS

Vendor 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 products and materials supplied to the Agency. The cost of such insurance shall be borne by the vendor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability, and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001).

B. Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. 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 project/location or the general aggregate limit shall be twice the required occurrence limit.

C. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its members Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, San Rafael Sanitation District, the City of Larkspur, the town of Corte Madera, the City of San Rafael, their officers, officials, employees or volunteers; or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Agency, its members including Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, San Rafael Sanitation District, the City of Larkspur, the town of Corte Madera, the City of San Rafael, their officers, officials, employees or volunteers are to be covered as insured as respects: products and completed operations of the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its members including Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, San Rafael Sanitation District, the City of Larkspur, the town of Corte Madera, the City of San Rafael, their officers, officials, employees or volunteers.

2. The vendor's insurance coverage shall be primary insurance as respects the Agency, its members including Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, San Rafael Sanitation District, the City of Larkspur, the town of Corte Madera, the City of San Rafael, their officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Agency, its members including Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, San Rafael Sanitation District, the City of Larkspur, the town of Corte Madera, the City of San Rafael, their officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, its members including Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, San Rafael Sanitation District, the City of Larkspur, the town of Corte Madera, the City of San Rafael, their officers, officials, employees or volunteers.

4. Coverage shall state that the vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Vendor shall furnish the Agency with original endorsement effecting coverage required by this clause. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.