

## INSURANCE REQUIREMENT FORM

### Part A – Minimum Insurance Coverages

The selected consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this contract, placed with insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better.

<b>Yes</b> <input checked="" type="checkbox"/>	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of Alameda CTC’s notice to firm that it is the successful proposer.</b>
<input type="checkbox"/>	<p><u>Commercial or Comprehensive General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of the selected consultant and its officers, employees and agents and with limits of liability which shall not be less than <b>\$1,000,000</b> combined single limit per occurrence with a general aggregate liability of not less than <b>\$2,000,000</b>, and Personal &amp; Advertising Injury liability with a limit of not less than <b>\$1,000,000</b>. Expense for Indemnitee’s defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>Alameda CTC, Sunol JPA*, BATA*, FHWA*, CHP*, MTC*, Caltrans* and their respective officers, employees and agents are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from the consultant’s operations. (*If applicable)</p>
<input type="checkbox"/>	<p><u>Automobile Insurance</u> for all automobiles owned, used or maintained by the selected consultant and its officers, employees and agents, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than <b>\$1,000,000</b> combined single limit per occurrence.</p> <p>Alameda CTC, Sunol JPA*, BATA*, FHWA*, CHP*, MTC*, Caltrans* and their respective officers, employees and agents are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from the consultant’s operations. (*If applicable)</p>
<input type="checkbox"/>	<p><u>Umbrella Insurance</u> in the amount of <b>\$1,000,000</b> providing excess limits over Employer’s Liability, Automobile Liability, and Commercial or Comprehensive General Liability Insurance.</p>
<input type="checkbox"/>	<p><u>Workers’ Compensation Insurance</u> in the amount required by the applicable laws, and Employer’s Liability insurance with a limit of not less than <b>\$1,000,000</b> per employee and <b>\$1,000,000</b> per occurrence, and any and all other coverage of the selected consultant’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of Alameda CTC. Such Workers Compensation &amp; Employers Liability may be waived, if, and only for as long as, the consultant is a sole proprietor with no employees.</p>
<input type="checkbox"/>	<p><u>Professional Liability Insurance</u> in an amount no less than <b>\$2,000,000</b> per occurrence. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, the selected consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the selected consultant and any work performed or conducted by any subconsultant working for or performing services on behalf of the consultant. No contract or contract between the selected consultant and any subconsultant shall relieve the consultant of the responsibility for providing this Professional Liability or Errors &amp; Omissions coverage for all work performed by the consultant and any subconsultant working on behalf of the consultant on the project.</p>

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**Deductibles:** Any deductibles or self-insurance retentions over **\$50,000** are subject to the approval of Alameda CTC.

**Notice of Termination:** All policies shall provide that the insurance carrier shall give written notice to Alameda CTC at least 30 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to Alameda CTC and any other additional insured.

**Additional Provisions:** Each policy or policies of insurance described in Commercial or Comprehensive General Liability Insurance, above shall include an endorsement providing that such insurance is primary insurance and no insurance of Alameda CTC will be called on to contribute to a loss.

**Certificates of Insurance:** Promptly on execution of this contract and prior to commencement of any work hereunder, the selected consultant shall deliver to Alameda CTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Such certificates shall include information identifying the contract (i.e., services provided, project name, and the RFP number). The consultant agrees, upon written request by Alameda CTC, to furnish copies of such policies or endorsements required under the contract prior to the effective date of the contract.

**Disclaimer:** The foregoing requirements as to the types of limits of insurance coverage to be maintained by the selected consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by consultant pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.

**Subconsultant/Subcontractor's Insurance:** The selected consultant shall require each of its subconsultant/subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by Alameda CTC's Project Manager and Director of Budgets and Administration.

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of Alameda CTC's notice to firm that it is the successful proposer.**

Authorized Signature:	
Name and Title:	
Company Name:	
Date:	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above in Part A, submit Part B to a request for exception to the appropriate insurance requirement(s) and submit with the proposal. IF SUCH OBJECTIONS ARE NOT BROUGHT TO ALAMEDA CTC'S ATTENTION IN A TIMELY MANNER, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED.**

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### Part B – Insurance Exception Request

For any item not checked “Yes” in Part A, identify the specific insurance provision for which an exception is being sought and the requested revision(s) in the table below.

Insurance Provision	Insurance Exception