



## **Insurance Requirements**

### **MMC CRC Project**

Testing and Inspection firms looking to furnish a proposal for the Community Resource Building project shall review these required Insurance Requirements. Testing and Inspections firm shall be compliant and produce the necessary insurance as defined in this document including naming Marjaree Mason Center (“MMC”), County of Fresno, and Pace Management Group as additionally insured.

Firm shall obtain, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement throughout the term of the Agreement.

#### **A. Commercial General Liability**

Higher limits on both an occurrence and an aggregate basis may be appropriate based on job size and degree of hazard involved. Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate amount of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. Marjaree Mason Center may require specific coverages including completed operations, products liability, contractual liability, “xcu” (explosion, collapse, and underground), fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

#### **B. Automobile Liability**

Comprehensive Automobile Liability Insurance covering vehicles owned, and non-owned vehicle use with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

#### **C. Workers Compensation**

A policy of Worker’s Compensation insurance as may be required by the Labor Code.

**D. Employer’s Liability** with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

#### E. Professional Liability

Professional Liability aka E&O Insurance policy with limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000) in the aggregate. This insurance shall cover any damages caused by an error, omission or any negligent acts of the firm and/or any party in direct contract with said testing and inspections firm.

#### F. Builders Risk policy

This provision addresses the loss of or damage to the Owners building or existing campus (site), construction supplies, or construction equipment during new construction. Owner has elected to handle this policy directly with their insurance broker.

#### G. Additional Requirements

Coverages provided by the Testing and Inspection firm must be underwritten by an insurance company deemed acceptable by Marjaree Mason Center. Insurance coverage shall be provided by companies admitted to do business in California, or, in the alternative, rated A- or better by Best's Insurance rating. The Owner reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

As evidence of the insurance coverage required by this contract, the Contractor shall furnish a Certificate of Insurance to Owner. No contract shall be effected until the required certificates have been received and approved by the Owner. The certificate will specify and document all insurance-related provisions within the Agreement. A renewal certificate will be sent to the Owner via mail service with copy via email to Owner 30 days prior to coverage expiration.

Testing and Inspection firm shall obtain endorsements to the Commercial General Liability insurance naming Marjaree Mason Center, County of Fresno, Pace Management Group, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Owner, County of Fresno, Pace Management Group, its officers, agents and employees shall be excess only and not contributing with insurance provided by Testing and Inspection firm.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies as required by this Agreement.

Owner reserves the rights to request firm to pay all premiums with reimbursement by Owner in obtaining Performance and Payment bonds for this project. These bonds would be purchased prior to issuance of final contract for the construction work. The bonds shall be issued by an A-rated surety company, authorized to do business in the State of California. The bonds shall be executed by an authorized Attorney-in-Fact for the surety company and his/her original or certified copy Power of Attorney must be attached to the bond(s).