

**EXHIBIT C**  
**INSURANCE REQUIREMENTS AND VERIFICATION**

**Grantee's Insurance**

Prior to commencing work, Grantee shall procure and maintain at Grantee's own cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Grantee, Grantee's agents, representatives, employees, or subcontractors.

Without in any way affecting the indemnity provided Grantee shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

**Minimum Limits of Insurance**

Grantee shall obtain insurance of the types and in the amounts described below:

**1) Commercial General Liability Insurance**

Grantee shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

**2) Sexual Abuse or Molestation (SAM) Liability:**

If Grantee's work includes contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

**Minimum Scope of Insurance**

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer

administration and defense expenses.

### **Other Insurance Provisions**

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, the Grantee shall provide an additional insured endorsement using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent coverage. City and other additional insured's mentioned in this paragraph shall not, by reason of their inclusion as additional insured's, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, the Grantee's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782(b).

### **General Liability**

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Grantee in the performance of services under the contract.

### **All Coverages**

- 1) Each insurance required by this Agreement shall be endorsed to state that coverage shall not be canceled except after 30 days' prior written notice by certified mail, return receipt requested, has been given (add user department and specify specific individual and title) to the City.
- 2) If Grantee, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

**Verification of Coverage**

Grantee shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Subcontractors**

Grantee shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.