



Insurance

A. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Service Provider, its agents, representatives, employees, or subcontractors. All coverage available to the Service Provider as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Consultant shall provide to City the full policy limits of Service Provider's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Service Provider shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

2. Worker's Compensation and Employer's Liability Insurance. Service Provider shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Service Provider shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

3. Automobile. Service Provider shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Indemnity

Service Provider agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Service Provider, any subcontractor of Service Provider, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Service Provider's obligation under this paragraph or this Agreement.