



Attachment C

Summary of Indemnity and Insurance Requirements for Dial a Lift Services

INDEMNITY AND INSURANCE

1. This is a Summary of Indemnity and Insurance Requirements for Contractors delivering services or supplies to Long Beach Public Transportation Company ("Long Beach Transit or LBT"). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by LBT.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to LBT and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required.
3. Contractor shall provide LBT with Certificates of Insurance (COI) including all required endorsements and a copy of the Endorsement and Declarations Page of the CGL policy listing all policy endorsements to LBT before work begins. LBT reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, with counsel of LBT's choice, indemnify and hold harmless LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, employees, assigns, agents and successors (collectively LBT) from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this Agreement. Contractor shall defend any suit or action brought against LBT embraced by the Indemnity regardless of the actual negligence of the Contractor. All obligations under this provision are to be paid by Contractor as they are incurred by LBT. Contractor has no obligation under this Indemnification agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole or willful fault of LBT, or the liability attributable to active negligence or active fault of LBT.

This obligation to indemnify and defend LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, and employees as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance

requirements of this agreement. LBT's approval of the Insurance contracts required by this Agreement does not in any way relieve Contractor or Contractor's sub-Contractor from liability under this section. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this Indemnification shall be judicially interpreted and rewritten to provide the broadest possible Indemnification legally allowed and shall be legally binding upon Contractor.

II. INSURANCE

Contractor 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 the performance of the work hereunder by Contractor, Contractor's agents, representatives, or employees.

The Contractor shall provide insurance including Commercial General Liability, Garage Liability and Garage Keepers' Insurance. Such insurance shall cover all operations by, or on behalf of, the Contractor, including all operations by a sub-Contractor. Such insurance shall cover: bodily injury and property damage liability, including coverage for premises and operations; products and completed operations; contractual liability; broad form property damage, including property in the Contractor's care, custody or control; and personal injury liability.

1. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage occurrence form CG 00 01 that includes Unmodified Contractual Liability Coverage and Unmodified Products and Completed Operations Liability. No "Prior Work" Exclusions are allowed. Non-standard (non-ISO) Policies or Endorsements require approval from LBT. Contractor must maintain the Commercial General/Business Liability (CGL) coverage for at least five years after the expiration of this Agreement.
2. Insurance Services Office form number CA 00 01 covering Business Automobile Liability, code 1 (any auto).

If non-standard Insurance forms are used rather than the standard Insurance Services Office (ISO) forms shown, Contractor agrees to pay LBT for an Independent Expert evaluation and opinion as needed to determine whether or not they are at least as broad in coverage as the standard ISO forms. The charge shall be \$150 for each non-standard endorsement and \$575 for each non-standard policy.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury, property damage, including contractual, products/completed operations liability, independent Contractors, personal and advertising, fire damage, and medical expense. The general aggregate limit shall be twice the required occurrence limit unless the occurrence limit applies separately by endorsement to this project.
2. **Automobile Liability:** \$5,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: Coverage to statutory limits.

4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis to an additional insured *before* the additional insured's own primary CGL policy or self-insurance shall be called upon to protect it as a named insured.

C. DEDUCTIBLES AND SELF--INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by LBT and shall not reduce the limits of liability. At the option of LBT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, employees, assigns, agents and successors (collectively LBT); or Contractor shall procure acceptable alternative risk financing to assure payment of such deductibles or self-insured retentions.

The policy shall provide that the self-insured retention may be satisfied by either the named insured or LBT.

LBT reserves the right to obtain a full-certified copy of any Insurance policy and endorsements.

D. OTHER INSURANCE PROVISIONS

1. LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, employees, assigns, agents and successors (collectively LBT) are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The Additional Insured endorsements shall provide coverage at least as broad as:
 - a. ISO Form CG 20 10; or CG 20 33; or CG 20 38 04 13
 - b. ISO Form CG 20 37 Products & Completed Operations Liability coverage (or an endorsement at least as broad. ISO CG 20 10 11 85 is acceptable.)
 - c. ISO Form CG 20 01 04 13 providing Primary and non-contributory coverage for all Additional Insured Endorsements or an endorsement at least as broad
2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, employees, assigns, agents and successors (collectively LBT). Any insurance or self-insurance maintained by LBT shall be excess of the Contractor'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 LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, employees, assigns, agents and successors (collectively LBT).

4. Contractor'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 canceled by either party, except after thirty (30) days' prior written notice by mail, has been given to LBT unless cancelled for non-payment, then 10 days shall be given.
6. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to LBT, the Cities of Long Beach, Lakewood, and Signal Hill and their Board of Directors, officials, employees, assigns, agents and successors (collectively LBT). No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of Contractor under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VIII, and shall be "California-admitted carriers," unless otherwise acceptable to LBT.

F. VERIFICATION OF INSURANCE

Contractor shall furnish LBT with original endorsements effecting coverage required by this Section including the required (1) Additional Insured Endorsement(s) with Primary and non-contributory coverage, (2) Worker's Compensation waiver of subrogation endorsement, and (3) General liability declarations and endorsement page listing all policy endorsements. All endorsements are to be received and approved by LBT before work commences. Certificates of Insurance are requested for information only, and shall not be accepted as substitutes for endorsements required herein, except for errors and omissions liability insurance. LBT reserves the right to require a full-certified copy of any policy and all endorsements.

Failure by LBT to enforce any of Contractor's obligations shall not constitute a waiver of LBT's right to enforce them at a later time. If any portion of these requirements shall be found to be unenforceable, it shall be severed and the remaining portions shall continue to apply.

Signature: _____

Date: _____

Name: _____