



*"Small Town Atmosphere
Outstanding Quality of Life"*

STANDARD INDEMNITY AND INSURANCE REQUIREMENTS

The following is GENERAL INFORMATION ONLY intended to assist consultants when preparing a proposal for design services for the Town of Danville. The following is not a complete contract; the below paragraphs are pertinent excerpts from the Town's standard Professional Services Agreement.

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Town, its officers, employees and agents (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from the negligence, recklessness or willful misconduct of Consultant or its employees in the performance of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any claim arising from the sole or active negligence or willful misconduct of the Indemnified Parties.

Minimum Scope of Insurance: Prior to commencing work and during the entire term of the Agreement, Consultant shall procure and maintain the following insurance policies in these minimum amounts:

1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001), one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, one million dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation as required by the State of California, and Employers' Liability Insurance, one million dollars (\$1,000,000) per accident for bodily injury or disease.
4. Errors and Omissions Liability: One million dollars (\$1,000,000) per claim.

Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526

Administration
(925) 314-3388

Building
(925) 314-3330

Engineering & Planning
(925) 314-3310

Transportation
(925) 314-3310

Maintenance
(925) 314-3450

Police
(925) 314-3700

Parks and Recreation
(925) 314-3400

1. The Town of Danville, its elected and appointed officers, employees and agents are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be considered primary insurance as respects the Town, its elected and appointed officers, employees and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officers, employees and agents shall be excess of the Consultant's insurance and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
4. The insurer waives all rights of subrogation against Town, its elected and appointed officers, employees and agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees and agents.
6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Town.

The consultant shall, prior to commencement of performance of work under this Agreement, deliver to the Town certificates of insurance reflecting the required insurance coverage set forth herein.