



**San Diego Zoo
Wildlife Alliance**

Zoological Society of San Diego d/b/a San Diego Zoo Wildlife Alliance (SDZWA)

Minimum Insurance Requirements Policy for Contractors

Effective March 2021

Contractor's Insurance. Contractor shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified below. Insurance carriers must have at least a "Best's Rating" of "A" and a "Financial Size Category" of "VIII" or better as set forth in the most current edition of Best's Key Rating Guide. Such insurance shall cover all Work/Services performed by Contractor at the Project site and any other location away from the Project site.

1. Commercial General Liability. The CGL policy must include the following:

(a) The limits of liability shall not be less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Annual Aggregate (other than Products/Completed Operations)	\$2,000,000

(b) ISO or comparable Occurrence Policy Form (Occurrence Form #CG0001-1207 or equivalent). Modified Occurrence and Claims Made forms are not acceptable.

(c) Additional Insured Endorsement ISO- #CG2033-0413 and CG2037-0704 or its equivalent. Any form that limits coverage to "ONGOING OPERATIONS" or otherwise does not grant additional insured status under the products/completed operations coverage IS NOT ACCEPTABLE.

(d) Contractor shall maintain Products and Completed Operations coverage for either a minimum of ten (10) years following Substantial Completion of the Project or until all applicable statutes of limitations expire, whichever length of time is longer. Contractor further agrees to continue naming Owner for the entire duration of time as described above.

(e) A primary and non-contributory endorsement in favor of SDZWA.

(f) An endorsement stating that any aggregate limits apply on a "per project" basis.

(g) A waiver of subrogation endorsement in favor of SDZWA.

(h) Coverage shall contain no special limitation on the scope of protection afforded to SDZWA. Subsidence exclusions are not acceptable.

- (i) Defense costs shall be outside policy limits.
- (j) Deductibles and self-insured retentions exceeding \$25,000 must be declared and approved.

2. Automobile Liability.

- (a) \$1,000,000 combined single limit per occurrence.
- (b) Include owned, non-owned, and hired vehicles.
- (c) Include additional insured endorsement.
- (d) Include waiver of subrogation endorsement.

3. Workers' Compensation/Employer's Liability. Workers' Compensation in amounts to comply with statutory limits under workers' compensation law of any applicable jurisdiction in the United States (and any other location in which the Work/Services are to be performed) to the extent the Contractor maintains employees, which shall include a waiver of subrogation. If Contractor or independent contractor is exempt from workers' compensation, then SDZWA shall be notified immediately with a statement as such. The limits for Employer's Liability shall be as follows:

Bodily injury by accident:	\$1,000,000 each occurrence
Bodily injury by disease:	\$1,000,000 each employee
Bodily injury by disease:	\$1,000,000 policy limit

4. Excess and/or Umbrella Liability. For the Contractor, coverage with limits of not less than \$25,000,000 per occurrence and \$25,000,000 aggregate limit, listing all policies and coverages required under Sections 1, 2, and 3 above as underlying policies. All such policies shall follow underlying policy forms.

5. Professional Liability Insurance (Errors & Omissions) – If Applicable. Limits in an amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Such Professional Liability Insurance shall be maintained in full force and effect for the term of the underlying agreement and for a minimum of ten (10) years following Substantial Completion of the Project or until all applicable statutes of limitations expire, whichever duration of time is longer. Any retroactive date or prior acts exclusion of which such coverage is subject shall pre-date both the date upon which any Work/Services have commenced and the date of the underlying agreement.

6. Contractor's Pollution Liability. An amount not less than \$1,000,000, including coverage for damages or claims expense due to the discharge, dispersal, release or escape of asbestos, asbestos containing materials, contaminants or pollutants on site, offsite, or airborne, which arise out of Contractor's operations. Transporters liability is required when transporting or delivering such hazardous materials.

7. Contractor's Equipment Coverage. On an "All Risk Basis", covering physical damage to all tools and equipment, including automotive equipment used by the Contractor, with limits at least high enough to provide for replacement of items necessary to complete the Work/Services.

8. Aviation/Drone Insurance – If Applicable. With Property Damage and Bodily Injury limits in an amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. All operators must be licensed and hold required FAA certifications.

9. Certificates of Insurance.

(a) Send certificates to insurance@sdzwa.org and upload to the Contractor's Avetta profile (if applicable).

(b) Issue to:
Zoological Society of San Diego
d/b/a San Diego Zoo Wildlife Alliance
ATTN: Risk Management
PO Box 120551
San Diego, CA 92112-0551

(c) All certificates must be received by SDZWA prior to the commencement of work. Contractor failure to send certificate of insurance or maintain the insurance coverage's required pursuant to this agreement shall be deemed a Contractor default. In such event, SDZWA may terminate this agreement and obtain damages from Contractor resulting from said default.