

**Exhibit B:**  
**Insurance Requirements for Instructors**  
**(Training)**

Instructor 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 and the results of that work by the Instructor, their agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering , Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident for** bodily injury and property damage. (**Note** – required only if auto is used in performance of work).
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (**Note** – required only if Instructor has employees).

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Instructor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Other Insurance Provisions**

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

1. The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this contract, the **Instructor's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. The Insurance Company agrees to **waive all rights of subrogation** against the City of Stockton, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the City of Stockton. This provision also applies to the Instructor's Workers' Compensation policy. The City of Stockton does not accept primary endorsements limiting the Contractor's insurance coverage to sole negligence.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

### **Verification of Coverage**

Instructor shall furnish the City of Stockton with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton before work commences. The City of Stockton 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, for any reason or no reason.

Instructor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

### **Special Events Coverage for Instructors**

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Instructor can obtain additional information and cost from the City of Stockton.

### **Special or Low Risk Activities**

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City of Stockton reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

**Certificate holder address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

**Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

**Subcontractors**

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.