

INSURANCE REQUIREMENTS

The teaching of hands-on boating safety is determined by the State of California to be a hazardous activity. Therefore, the following types of insurance coverage are needed.

Certificates of insurance must accompany all contracts. If the Contractor is self insured, a letter stating and explaining self insurance status must accompany the contract instead of providing a certificate of insurance.

Commercial General Liability

The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include the following additional insured language:

The Department of Boating and Waterways and the State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under the contract are concerned. *(The Department and the State of California only need to be listed as additional insured on the general liability insurance)*

Vessel Insurance

The Contractor shall produce evidence of necessary insurance for all vessels bought with the grant money and all vessels used in boating programs funded by grant money.

Automobile Liability

If automobiles are used in the transportation of vessels or people involved in aquatic programs then the following coverage is needed:

The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Workers Compensation

The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

General Requirements

Insurance Companies must be acceptable to the Department of General Services, Office of Risk and Insurance Management.

Coverage needs to be in-force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

Insurance policies shall contain a provision that states that coverage will not be canceled without 30 days prior written notice to the State.

The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

In the event the Contractor fails to keep in effect at all times the specific insurance coverage, the state may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

NONDISCRIMINATION CLAUSE

During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq. and with Labor Code Section 1102.1). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.