

SHARED MICRO-MOBILITY PERMIT PROGRAM INSURANCE REQUIREMENTS

OPERATOR, at OPERATOR'S sole cost and expense, shall procure and maintain during the full term of the PERMIT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by OPERATOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Commercial Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Umbrella Liability per occurrence policy follow form for scheduled underlyers; Commercial General Liability, Commercial Auto Liability, and Employer's Liability; and
5. Technology Errors and Omissions Liability covering acts, errors, or omissions, including negligent acts, arising out of the performance or failure to perform professional services related to the products and services under the permit; and
6. Cyber and Privacy Liability coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form; and
7. Property Insurance against all risks of loss to OPERATOR'S business assets and/or equipment.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

OPERATOR shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Commercial Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage with coverage for all owned, non-owned and hired vehicles; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; \$1,000,000 per disease, \$1,000,000 per employee; and
4. Umbrella Liability: \$10,000,000 per occurrence following form, with the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability all listed on the policy as scheduled underlyers; and
5. Technology Errors and Omissions Liability: \$1,000,000 per claim; and
6. Cyber and Privacy Liability insurance with limits not less than \$2,000,000 per claim; and
7. Property Insurance at full replacement cost.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or OPERATOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, OPERATOR; products and completed operations of OPERATOR; premises owned, leased or used by OPERATOR; and automobiles owned, leased, hired or borrowed by OPERATOR. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
 - b. OPERATOR insurance coverage shall be primary insurance as respects to the City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of OPERATOR insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies by OPERATOR shall not affect coverage provided City, its officers, employees, agents, or contractors.
- d. Coverage shall state that OPERATOR 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.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

3. Property Insurance

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors. Self-Insurance is acceptable.

4. All Coverages

Each insurance policy required by this PERMIT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

OPERATOR shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this PERMIT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be submitted with the PERMIT to the Department of Transportation with a copy either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

G. Subcontractors

OPERATOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

H. Review of Coverage

These insurance requirements shall be subject to periodic review by City's Risk Manager. Should the Risk Manager require any change in any coverage such change shall be communicated in writing OPERATOR and OPERATOR shall comply with the said change within thirty (30) days of the date of receipt of the notice.