

**Ventura County Community College District  
Request for Proposal**

**VENTURA COLLEGE  
LEARNING RESOURCE CENTER (LRC) ROOF REMODEL**

**Architectural / Engineering Design Services**

**RFP ENCLOSURE C (For Proposal Request)  
Insurance and Indemnification**

## **Insurance and Indemnification**

### **1.0 Architect/Engineer Insurance**

#### **1.1 Workers Compensation and Employers Liability Insurance**

Architect/Engineer shall purchase and maintain Workers' Compensation Insurance covering claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts as may be liable. Architect shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee's employment by Architect. The Employer's Liability Insurance required of Architect/Engineer hereunder may be obtained by Architect/Engineer as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Architect/Engineer hereunder.

#### **1.2 Comprehensive General Liability and Property Insurance**

Architect/Engineer shall purchase and maintain Comprehensive General Liability and Property Insurance as will protect Architect/Engineer from the types of claims set forth below which may arise out of or result from Architect's/Engineer's services under this Agreement and for which Architect/Engineer may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Architect's/Engineer's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's/Engineer's employee; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Architect/Engineer, or (b) by another person; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to Architect's/Engineer's obligations under this Agreement. District shall be an additional named insured to Architect's/Engineer's comprehensive general liability insurance policy.

#### **1.3 Professional Liability Insurance**

Architect/Engineer will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

#### **1.4 Coverage Amounts**

Insurance to be procured and maintained by Architect/Engineer thereunder shall be in the coverage amounts set forth in Section 4.0.

#### **1.5 Policy Endorsements and Evidence of Insurance**

Architect/Engineer shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage's under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District. The certificate holder shall be the Ventura County Community College District.

## **2.0 District General Liability Insurance**

District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of the Project. District may, at its sole election, provide self-insurance in satisfaction of its obligations hereunder.

## **3.0 Indemnity**

### **3.1 Architect/Engineer Indemnity of District**

To the fullest extent permitted by law, the Architect/Engineer shall indemnify, defend and hold harmless the District and its employees, officer, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Architect's/Engineer's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Architect/Engineer, the Sub-Consultants or the employees, agents or representatives of Architect/Engineer or any of the Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include, without limitation, attorney fees and costs incurred by the District. The provisions of this Article 3.1 shall apply during the period of Architect's/Engineer's performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility, or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

### 3.2 District Indemnity of Architect/Engineer

The District shall indemnify and hold harmless Architect/Engineer from: (i) all claims arising out of bodily injury (including death) and physical damage (other than to the project itself and property covered by insurance under Article 3.0 hereof) which arise out of the negligent or willful acts, omissions, or other conduct of the District.

## 4.0 Insurance Coverage Amounts

Coverage amounts and limits for policies of insurance to be obtained and maintained by Architect/Engineer pursuant to the conditions of this agreement are:

- Workers Compensation *In accordance with applicable law*
- Employers Liability \$1,000,000
- Commercial General Liability – Bodily Insurance or Death/Property Damage
  - General Aggregate \$2,000,000
  - Products/Completed Operations Aggregate \$2,000,000
  - Personal & Advertising Injury (Each occurrence \$1,000,000) \$1,000,000
- Automobile Liability – Bodily Injury or Death
  - Combined Single Limit \$1,000,000
  - Professional Liability \$1,000,000