

EXHIBIT E

A. **INSURANCE.** MTS agrees to abide by the following insurance requirements:

1. General. MTS must procure and maintain, during the period of performance of this Agreement, and for twelve months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the MTS, his agents, representatives, employees or subcontractors, and provide documentation of same prior to commencement of work.

2. Minimum Scope of Insurance. Coverage must be at least as broad as:
 - a. *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
 - b. *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - c. *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - d. *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to MTS or the Contractor's profession.

3. Minimum Limits of Insurance. MTS must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$5,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Project/location or the general aggregate limit must be twice the required occurrence limit. The required five million (\$5,000,000) Liability Limit may be met by way of combined Primary and Umbrella or Excess Liability limits
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability	\$1,000,000 per occurrence or claim \$2,000,000 aggregate

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or MTS will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
 - a. *Additional Insureds.* City of Chula Vista, its officers, officials, employees, directors, agents, and volunteers are to be named as additional insureds with respect to all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of MTS, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of MTS, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to MTS's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.
 - b. *Primary Insurance.* MTS's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, directors, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, directors, or volunteers is wholly separate from the insurance of MTS and in no way relieves MTS from its responsibility to provide insurance.
 - c. *Cancellation.* The insurance policies required by this Agreement shall not be canceled by either party, except after thirty days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from all certificates.
 - d. *Active Negligence.* Coverage shall not extend to any indemnity coverage for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- e. *Waiver of Subrogation.* MTS's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement.
6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
 - a. *Retro Date.* The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of the work required by the Agreement.
 - b. *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work required by the Agreement.
 - c. *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, MTS must purchase "extended reporting" coverage for a minimum of five years after completion of the work required by the Agreement.
 - d. *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.
8. Verification of Coverage. MTS shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this section of this Agreement. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the requirements of this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.
9. Contractors. MTS must include all contractors as insureds under its policies or furnish separate certificates and endorsements for each contractor. All coverage for each contractor is subject to all of the

requirements included in these specifications. Contractor's obligation with respect to the required coverage under Section 3(i), as discussed above, may be reduced to a minimum of one million (\$1,000,000) only upon the condition and MTS's agreement that MTS shall name contractor as an additional insured and MTS's umbrella or excess liability coverage also covers subcontractors for an additional four million (\$4,000,000).

10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit MTS's obligations under this Agreement, including Indemnity.