



## HOUSING AUTHORITY OF THE CITY OF LOS ANGELES INSURANCE REQUIREMENTS FOR VENDORS

**General Requirements:** Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the Authority, its Board of Commissioners, officers, employees, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations as Additional Insureds. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the Authority and its Board of Commissioners, officers, employees, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations. Each policy of insurance shall be endorsed to reflect such waiver.

The name of the additional insured should read as follows:

Housing Authority of the City of Los Angeles  
2600 Wilshire Blvd.  
Los Angeles, CA 90057

**Acceptability of Insurers:** Insurance shall be placed with licensed insurers admitted to transact business in California, and shall have a current A.M. Best's rating of no less than B+. Professional liability coverage provided by non-admitted, non-rated providers will be considered by the Risk Manager on a case-by-case basis.

**Acceptability of Documentation:** the Authority shall make the final determination as to whether the documentation submitted by the Contractor conforms to the requirements set forth herein.

**Claims:** Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give raise to a claim arising from the performance of the Contract.

**Deductibles or Self-Insured Retentions:** Any deductibles or self-insured retentions shall be set forth on the Certificate of Insurance and shall be subject to the review and approval of the Authority's Risk Manager, who shall have the sole discretion to require Contractor's insurer to reduce or eliminate such deductibles or self-insured retentions as respects the Authority, or require the Contractor provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Delivery:** All evidence of required insurance coverage shall be delivered to the Authority at the address specified in the "Notice" section of the Contract. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies.

**Endorsements:** Endorsement forms must be signed by an authorized representative of the insurance company and must include a contact phone number. Signatures must be originals. The Authority will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form. The endorsement shall include reference to the activity and the Authority contract number (if a number has been assigned). Endorsements to excess policies will be required when primary insurance is insufficient in complying with the Authority requirements.

**Exceptions:** Any exception to or deviation from the requirements listed herein, requires the advance written approval of the Authority's Risk Manager.

**Indemnity Coverage:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where the agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the California Civil Code.

**Primary Insurance:** Required insurance coverage shall be "primary" as it pertains to the Authority, its officers, officials and employees. Any insurance or self-insurance maintained by the Authority, its officers, officials and employees is wholly separate from the Contractor's insurance and in no way relieves the Contractor from its responsibility to provide insurance.

**Term of Coverage:**

- (a) Required insurance shall be maintained by Contractor in full force and effect during the entire period of performance of the Contract.
- (b) Required insurance certificates shall show coverage as of start of work and for at least 90 days thereafter. If the policy coverage is written on a claims-made form, the "Retro Date" shall be shown and shall be before the date of the Order or the beginning of the work. It is Contractor's responsibility to ensure the required insurance certificates and endorsements provided to the Authority are current.
- (c) Insurance coverage required hereunder shall not be canceled, renewal refused, or materially changed unless the Authority is provided written notice at least 30 days advance written notice of the same.
- (d) In the event of a material modification, cancellation, expiration or reduction in coverage, the Order shall terminate forthwith, unless the Authority receives, at least 10 days prior to such effective date, properly executed Certificate(s) of Insurance and required endorsement(s) evidencing the required coverage is in full force and effect. In the alternative, and at its sole discretion, the Authority may obtain or renew Contractor's required insurance, and pay all or a part of the premiums. Upon demand, Contractor shall repay the Authority all monies paid to obtain or renew the required insurance. The Authority may offset the cost of the premium against any monies due Contractor from the Authority.

**Reservation of Right to Adjust Requirements.** If, during the term of the Order or any extension thereof, there is a material change in the scope of work, or there is a material change in the equipment to be used in the performance of the scope of work that will add additional exposure, the Authority reserves the right to adjust the types of insurance required under the Order and/or the monetary limits of liability for the insurance coverage currently required herein, if, in the Authority's Risk Manager's reasonable judgment, the type or amount of insurance carried by the Contractor has become inadequate.

**Workers' Compensation.** By signing the Contract, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the Work pursuant to the Contract.