# **INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS**

Contractor shall procure and maintain for the duration 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 work hereunder by the Contractor, his agents, representatives, or employees.

## Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence for CG 0001)

# **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General 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.

# **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Entity, its officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees or volunteers.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Entity, its officers, officials, employees or volunteers.
- 4. The Contractor's 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.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

## Acceptability for Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

# Verification of Coverage

Contractor shall furnish the Entity with original endorsements effecting coverage required by this clause. The Endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commences. As an alternative to the Entity's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)									
FOR THE CITY OF WEST S	<u>ACRAME</u>	<u>ENTO, CAL</u>							
PRODUCER			THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
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This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period									
indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued to may pertain, the insurance afforded by the policies described herein is subject to all terms,									
exclusions, and conditions of such	pertain, the	e insurance a	attord nav ha	ed by th	e polic	ies d b	described herein is	s subject t	o all terms,
CO TYPE OF INSURANCE	POLICY	POLICY EFFEC	•						NDO
LET	NUMBER	DATE (MM/DE		DATE (N			ALL LIMITS	IN THOUSA	IND5
GENERAL LIABILITY			,			,	GENERAL AGGREGAT		\$
							PRODUCTS-COMP/OP	S	\$
LIABILITY []CLAIMS MADE [] OCCUR							AGGREGATE PERSONAL & ADVERT	ISING	\$
							INJURY		÷
[ ] OWNER'S & CONTRACTOR'S						Ī	EACH OCCURRENCE		\$
PROT. [ ] OTHER						-	FIRE DAMAGE (any one	e fire)	\$
								c mc)	Ŷ
							MEDICAL EXPENSE (A	ny on persor	)\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT		\$
[ ] ALL OWNED AUTOS							BODILY INJURY		+
[ ] SCHEDULED AUTOS							(PER PERSON)		\$
[ ] HIRED AUTOS [ ] NON-OWNED AUTOS							BODILY INJURY (PER ACCIDENT)		\$
[ ] GARAGE LIABILITY							PROPERTY DAMAGE		•
EXCESS LIABILITY									¢
[ ] UMBRELLA [ ] OTHER THAN UMBRELLA FORM							EACH OCCURANCE		\$
[ ] WORKERS' COMPENSATION							STATU	TORY	\$
AND							EACH ACCIDENT		\$
EMPLOYER'S LIABILITY							DISEASE - POLICY LIM DISEASE - EACH EMPL		\$
PROPERTY INSURANCE							DISEASE - EACH EMPL		Þ
[ ] COURSE OF CONSTRUCTION							AMOUNT OF INSURAN	ICE	\$
DESCRIPTION OF OPERATIONS/LOCATIO	NS/VEHICLE	S/RESTRICTION	NS/SPE	CIAL ITE	ИS				
THE FOLLOWING PROVISIONS	APPLY:								
1. None of the above described policies will be canceled until 30 days' written notice has been given to the Entity at the address indicated below.									
<ol> <li>The Entity, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.</li> <li>It is agreed that any insurance or self -insurance maintained by the Entity will apply in excess of and not contribute with, the insurance described above.</li> </ol>									
4. The Entity is named as loss payee on the property insurance policies described above, if any.									
<ol> <li>All rights of subrogation under the property insurance policy listed above have been waived against the Entity.</li> <li>The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the Entity for injuries to employees of the</li> </ol>									
insured resulting from work for the Entity or use of the Entity's premises or facilities.									
CERTIFICATE HOLDER/ADDITIONAL INSURED									
(ENTITY)			SIGNATURE						
			TITLE						
				PHONE NO.					

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED** (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

### Modifications to ISO form CG 20 10 11 85:

- 1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
- 2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
- 3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Entity.

Signature-Authorized Representative

Address