

City of Patterson

SECTION 00 73 16 INSURANCE REQUIREMENTS

Before commencing work, Contractor shall obtain at his own expense and agrees to keep in effect during the life of this Contract, as a minimum requirement, the following insurance coverages issued by an insurance company or companies admitted in the State of California and with an AM Best rating of A: VII or higher and acceptable to the City.

Worker's Compensation and Employer's Liability Insurance meeting the statutory requirements of the State of California; Employer's Liability Insurance in an amount of at least \$1,000,000.00 each accident or disease.

- 1) Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 with limits no less than:

Bodily Injury, Property Damage and Personal Injury - \$2,000,000 occurrence, \$4,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate.

This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: Contractor's operations, operations by sub-contractors, elevators, products, completed operations, and contractual liability assumed under the indemnity provisions above insurance. Contractor's coverage shall include coverage for property damage caused by blasting, collapse, structural injuries, or damage to underground utilities. The policy shall not contain "X," "C," "U" exclusions.

- 2) Automobile Liability using ISO Business Automobile Coverage form CA 00 01 (or equivalent) covering owned, non-owned, and hired automobiles with coverage and a limit no less than:

Bodily Injury and Property Damage, Combined Single Limit - \$2,000,000.00 each accident.

- 3) Builder's Risk or Installation Floater Insurance (Course of Construction) coverage written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The City of Patterson shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. The Contractor shall be the named insured, and the City of Patterson and subcontractors of any tier shall be named as insureds. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds. Such insurance shall be on a form acceptable to the City of Patterson to ensure adequacy of terms and limits.

For construction work not eligible for a builder's risk policy, Contractor, shall provide an installation floater, covering the work performed under the contract or agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form on an "All Risk" basis with the policy written on a specific job site/project. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall allow for or include a waiver of subrogation in favor of the Insureds.

4) Other Insurance Requirements

Contractor's coverage shall provide Additional Insure Endorsement form CG 20 10 for ongoing operations and CG 20 37 for completed operations (or equivalent) to the Contractor's Commercial General Liability Insurance Policy naming the City of Patterson, its officers, employees, agents, and volunteers as additional insures. The Automobile Liability policy shall provide and be endorsed that the City, its officers, employees, agents, and volunteers are included or named as additional insureds

Contractor shall provide a waiver of subrogation endorsement in favor of the City, its officers, officials, employees, agents, and volunteers under Contractor's Commercial General Liability, Automobile Liability, and Workers' Compensation/Employee's Liability policies.

Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor.

Evidence of Insurance: Prior to commencement of work, the Contractor shall furnish the City with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary and non-contributory coverage, and notice of cancellation endorsements. The Contractor shall provide complete or certified copies of all required insurance policies if requested by the City.

Subcontractors: Contractor must enter into a written and executed contract or agreement with each of its subcontractors, subconsultants, and/or any other parties that provide materials, services, or perform construction or other work, collectively, "hired parties". The contract or agreement must contain a defense, indemnification and hold harmless provision in favor of the Contractor and the City, its officers, employees, agents, and volunteers. The contract or agreement shall also cause the hired parties to comply with the insurance requirements required of Contractor, including coverage appropriate to the hired party's profession and work hereunder, and be endorsed using both ISO forms CG 20 38 for ongoing and CG 20 40 for completed operations (or equivalent). Contractor shall obtain certificates of insurance and required policy endorsements from each of its hired parties and provide a copy to the City upon request.



EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker's Name Broker's Address	CONTACT NAME: Agent's contract information	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Name of Insured Address of Insured (matches the name as written on the application)	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Carrier's Name	####
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	Policy Number	Effective Date	Effective Date	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000.00 PRODUCTS - COMP/OP AGG \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y	Policy Number	Effective Date	Effective Date	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Policy Number	Effective Date	Effective Date	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Permit Number
Address Location of Project

City of Patterson as Insurance Certificate holder and listed as Additional Insured on Endorsement CG 20 10 and CG 20 37 (Completed Operations), with Waiver of Subrogation, hereto attached.

CERTIFICATE HOLDER

CANCELLATION

City of Patterson Public Works Department 1 Plaza Patterson, CA 95363	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of Broker or Insurance Company only

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EXAMPLE

POLICY NUMBER: (Certificate Policy Number)

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Patterson, its officials, agents, employees, and volunteers.	Address location of coverage operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Patterson, its officials, agents, employees, and volunteers.	Address location of coverage operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.