

CITY OF CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

(The 1st two pages provide basic insurance requirements information.)

Insurance Required:	See below ‘Sample’ in Contract
Limits of Coverage:	See below ‘Sample’ in Contract
Additional Insured Required:	The City of Concord, its officers, officials, agents, employees and volunteers must be named as additionally insured on the policy. A copy of the <i>Additional Insured Endorsement</i> must be provided along with the <i>Certificate of Insurance</i>.
Certificate Holder:	The Certificate holder is: City of Concord 1950 Parkside Drive, Concord CA 94519
Primary Insurance:	The coverage must be primary insurance as to the City of Concord. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Concord or its insurers.
Description of Operations:	The event information (i.e. facility description, date & type of event, expected attendance, etc)
Cancellation Notice:	The City requires a 30-day cancellation notice.
	<ul style="list-style-type: none">• Proof of insurance must be provided on an original certificate of insurance• This document must be signed (a stamped signature will suffice)• The “Additional Insured Endorsement” must accompany the “Certificate of Insurance”

Below is a Sample of the Insurance Requirements in our Contracts: (Amounts may vary depending on contract.)

CONTRACTOR shall, at its own expense, procure and maintain in full force at all times during the term of this AGREEMENT the following insurance:

A. Commercial General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this AGREEMENT providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Compliance with State Workers' Compensation Requirements.

CONTRACTOR covenants that it will insure itself against liability for Workers' Compensation

pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of the City Council and properly authorized agents, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

(1) CITY, its officers, agents, employees, and volunteers are to be covered as additional insured with respect to: Liability arising out of activities and operations performed by or on behalf of CONTRACTOR pursuant to this Agreement and premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers.

(2) CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(3) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

(4) The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time of the execution of this AGREEMENT or as provided below. In lieu of actual delivery of such policies, a Certificate issued by the insurance carrier showing such policy to be in force for the period covered by the AGREEMENT may be delivered to CITY. Such policies and certificates shall be in a form approved by the City Attorney. Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days' notice of cancellation to CITY. Said policies shall not be canceled earlier than, nor the amount of coverage reduced earlier than, thirty (30) days after the CITY receives notices from the insured of the intent of cancellation or reduction.

INSURANCE REQUIREMENTS - DETAIL

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance and Course of Construction Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy for "all risk" construction in an amount sufficient to cover all work performed in accordance with the Contract Documents.

A policy of commercial liability insurance naming the City of Concord, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

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

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the City, its City Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work.

In those situations where the City, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

Except as provided for in Section 7-1.12 of the Standard Specifications, the Contractor shall save, keep, and hold harmless the City, its officers, and agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance, except as provided for in Section 7-1.12 of the Standard Specifications.

C. Worker's Compensation Insurance.

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE:

- 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the City and will be rejected.**
- 2. The policy shall stipulate that the insurance afforded the additional insured(s) shall apply as primary insurance. Any other insurance or self-insurance maintained by the City will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."**
- 3. The Contractor's insurance is primary. Any City insurance is to be considered excess.**

**SAMPLES OF ACCEPTABLE
'ADDITIONAL INSURED'
DOCUMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
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)
CITY OF CONCORD, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS
CITY OF CONCORD
1950 PARKSIDE DRIVE CONCORD, CA 94519
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Political Subdivision:</p> <p>Any State Or Political Subdivision where required by written contract.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

SAMPLE 2

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Retum Prem.
██████████	██████████				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ~~██████████~~

Address (including ZIP Code): ~~██████████~~

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SAMPLE

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Inajury Liability, 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; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

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SAMPLE 3

SAMPLE

ENDORSEMENT – BLANKET ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage provided by this endorsement is subject to the provisions applicable to the Commercial General Liability Coverage Form, except as provided below:

A. Item 2, of **SECTION II – WHO IS AN INSURED** is amended to include the following as an additional insured:

e. Any person or organization for whom you are performing operations if:

(1) The addition of the person or organization as an additional insured is required by the terms of a written contract:

(a) That is in effect, or that will go into effect during the term of the policy; and

(b) Whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; or

(2) The addition of the person or organization as an additional insured is required by an oral agreement or contract:

(a) That is in effect, or that will go into effect during the term of the policy; and

(b) Whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; and

a certificate of insurance showing that person or organization as an additional insured has been issued.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by your acts or omissions, or acts or omissions of others acting on your behalf:

i. In or at premises owned by, occupied by, leased to, or rented to you; or

ii. In the performance of "your work", your ongoing operations; or

iii. In "your work" performed for that additional insured included in the "products-completed operations hazard".

B. With respect to coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended by the addition of the following:

Coverage under this endorsement is subject to the applicable limit(s) of insurance shown in the Declarations. The attachment of this endorsement to the policy does not increase the applicable limit(s) of insurance.

C. The following exclusion is added to Item 2, under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C MEDICAL PAYMENTS**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional services including:

(1) The preparation, approval, or failure to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or

(2) Supervisory, inspection, architectural, or engineering services.

Professional services include any of the items specified in paragraphs (1) and (2).

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SAMPLE 3 (con't)