

CITY OF WESTMINSTER
INSURANCE REQUIREMENTS FOR CONTRACTORS WITH
PROFESSIONAL LIABILITY

Contractor shall procure and maintain for the duration of the contract and thereafter (unless specified below) all insurance that would be kept by a reasonable contractor under similar circumstances against all claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subengineers/subcontractors (the "WORK"). The cost of such insurance shall be borne by the contractor and/or included in the Contractor's proposal.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Form #CG 00 01 11 88 Commercial General Liability coverage.
2. ISO Form # CA 00 01 01 87 Business Auto liability coverage, symbol 1 "any auto".
3. Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to this project/location. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK.
2. **Professional Liability:** Contractor shall maintain professional liability insurance appropriate to Contractor's profession, written on a "claims made" basis, with a limit of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Architects' and Engineers' coverage shall be endorsed to include contractual liability. The retro date of the policy, if any, shall be prior to the start of the WORK. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK. Engineer shall annually submit written evidence of coverage to City. Additionally, Contractor shall provide City with certified copies of the claims reporting requirements contained within the policies. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for all owned, hired and non-owned automobiles. This insurance shall be maintained during the term of this contract and for at least three consecutive years following the completion of the WORK. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
4. **Workers' Compensation and Employers Liability:** Workers' compensation insurance in compliance with all applicable state and federal law, including the Labor Code of the State of California, with limits not less than the amount prescribed by law, and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

C. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions applicable to insurance policies required herein must be declared to and approved by City prior to Contractor obtaining such insurance policy. In no event shall any insurance policy required in this contract have a deductible, self-insured retention or other similar provision (including any "fronting" component) in excess of \$50,000 without prior written approval of the City in its sole discretion. At the option of City, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, elected and appointed officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability, Umbrella/Excess Liability Coverages**
 - a. The City, its officers, elected & appointed officials, employees, and volunteers are to be covered as an additional insured as respects defense and indemnity against claims seeking recovery for: 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, hired, or borrowed by the Contractor. The coverage shall not extend to any indemnity coverage for the sole active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b), and shall contain no special limitations on the scope of protection afforded to the City, its officers, elected and appointed officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its

officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, agents, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Except with respect to the limits of the insurers' liability, the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought and shall provide that an act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor's insurance shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.

d. The policies shall be endorsed to include contractual liability.

2. **Workers' Compensation and Employers' Liability Coverage**

Contractor and the insurer shall waive all rights of subrogation against the City, its officers, elected and appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City.

3. **Professional Liability Coverage**

Architects' and Engineers' coverage shall be endorsed to include contractual liability.

4. **All Coverages**

a. Each insurance policy required by this document 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) day's prior written notice by certified mail, return receipt requested, has been given to the City.

b. Each insurance policy required by this document shall provide that the insurer waives any and all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City..

E. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California, with a rating by A.M. Best's of no less than A, Class VII. All insurers shall be licensed by or holding admitted status in the State of California.

F. **VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before any WORK commences, and shall evidence that all premiums have been paid for the entire forthcoming policy period. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The delivery to the City of any certificates of insurance or endorsements hereunder which do not comply with the requirements set forth in this contract shall not waive the City's right to require such compliance.

G. **FAILURE TO MAINTAIN INSURANCE**

If Contractor fails to obtain and maintain the insurance required hereunder, the City shall have the right, but not the obligation, to obtain the same or similar insurance in the name and account of Contractor in which event the Contractor shall pay the cost thereof and furnish upon demand all information that may be requested by the City to permit the City to obtain all such required coverage on behalf of the Contractor. The City shall have the right to offset (without recourse by the Contractor) against any amounts owing to the Contractor, amounts the City reasonably incurs in obtaining insurance required of Contractor herein.

H. **NO LIMITATION ON INDEMNITY**

The procuring of the insurance required in this contract or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify the City or any of its officers, elected or appointed officials, agents, volunteers or employees.

I. **NO REPRESENTATION**

Neither the City nor any of its officers, agents, volunteers or employees make any representation that the types of insurance and the limits specified to be carried by Contractor under this contract are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

J. **SUBENGINEERS/SUBCONTRACTORS**

All subengineers/subcontractors shall comply with all of the requirements stated in this contract. Contractor shall furnish the City with separate certificates and endorsements for each subengineer/subcontractor.

GENERAL LIABILITY ENDORSEMENT

CITY OF WESTMINSTER ("The City") - ATTN: Public Works Department
8200 Westminster Boulevard
Westminster, CA 92683

A. **POLICY INFORMATION** Endorsement # _____ Effective Date: _____

1. Insurance Company _____ Policy No. _____
2. Policy Term (From) _____ (To) _____
3. Name of Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate \$ _____ / _____

General Liability Aggregate (Please Initial):

Applies "per location/project": _____

6. Deductible or self-insured retention (Nil unless otherwise specified:) \$ _____
7. Coverage is equivalent to:
Commercial General Liability - Form CG 00 01 11 88 _____
8. Bodily Injury and Property Damage Coverage is: _____ "claims-made" _____ "occurrence"
If claims-made, the retroactive date is _____

NOTE: *The agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. The general aggregate must apply separately to this location/project.*

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. ***INSURED.*** The City, its elected or appointed officers, elected and appointed officials, agents, employees, and volunteers are included as an additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased, or used by the Named Insured.

2. ***CONTRIBUTION NOT REQUIRED.*** The insurance afforded by this policy shall be primary insurance as respects the City its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***SCOPE OF COVERAGE.*** This policy, if primary, affords coverage at least as broad as: (a) Insurance Services Office Commercial General Liability Coverage, "occurrence" Form CG 00 01 11; or (b) if excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (a).

4. ***SEVERABILITY OF INTEREST.*** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability. An act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

5. ***NO EXCLUSION FOR CROSS-LIABILITY.*** The insurance afforded by this policy shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.

6. ***PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.*** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, elected and appointed officials, agents, employees, or volunteers, including for any claim for which a failure to comply with the policy's reporting provisions is alleged.

7. ***CONTRACTUAL LIABILITY.*** The insurance afforded by this policy shall extend coverage to claims for contractual liability.

8. ***WAIVER OF SUBROGATION.*** The Insurance Company agrees to waive all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.

9. ***CANCELLATION NOTICE.*** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE** - Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)
Company: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: (____) _____

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature Required on Endorsement Furnished to the City)

ORGANIZATION: _____ TITLE: _____
ADDRESS: _____ TEL. # (____) _____

AUTOMOBILE LIABILITY ENDORSEMENT
CITY OF WESTMINSTER ("The City") - ATTN: Public Works Department
8200 Westminster Blvd.
Westminster, CA 92683

A. **POLICY INFORMATION** Endorsement # _____ Effective Date: _____

1. Insurance Company _____ Policy No. _____
2. Policy Term (From) _____ (To) _____
3. Name of Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate \$ _____ / _____
6. Deductible or self-insured retention (Nil unless otherwise specified:) \$ _____

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. ***INSURED.*** The City, its elected or appointed officers, elected and appointed officials, agents, employees, and volunteers are included as an additional insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured. Coverage shall not extend to any indemnify coverage for the sole active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

2. ***CONTRIBUTION NOT REQUIRED.*** The insurance afforded by this policy shall be primary insurance as respects the City its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, agents, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***SCOPE OF COVERAGE.*** This policy affords coverage at least as broad as Insurance Services Office Business Auto Coverage, Form CA 00 01 01 87.

4. ***SEVERABILITY OF INTEREST.*** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability. An act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

5. ***NO EXCLUSION FOR CROSS-LIABILITY.*** The insurance afforded by this policy shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.

6. ***PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.*** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, elected and appointed officials, agents, employees, or volunteers, including for any claim for which a failure to comply with the policy's reporting provisions is alleged.

7. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.

8. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

9. **CONTRACTUAL LIABILITY.** The insurance afforded by this policy shall extend coverage to claims for contractual liability.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE** - Incidents and claims are to be reported to the insurer at:

ATT: _____
(Title) (Department)
Company: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: (_____) _____

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____
ADDRESS: _____ TEL. #: _____

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT
CITY OF WESTMINSTER ("The City") - ATT: Public Works Department
8200 Westminster Boulevard
Westminster, CA 92683

A. **POLICY INFORMATION** Endorsement # _____ Effective Date: _____

1. Insurance Company _____ Policy No. _____
2. Policy Term (From) _____ (To) _____
3. Name of Insured _____
4. Address of Named Insured _____
5. Employer's Liability Limit (Coverage B) _____

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

2. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, elected and appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____
ADDRESS: _____ TEL. #: _____

PROFESSIONAL LIABILITY ENDORSEMENT
CITY OF WESTMINSTER ("The City") - ATTN: Public Works Department
8200 Westminster Blvd.

A. **POLICY INFORMATION** Endorsement # _____ Effective Date: _____

- 1. Insurance Company _____ Policy No. _____
- 2. Policy Term (From) _____ (To) _____
- 3. Name of Insured _____
- 4. Address of Named Insured _____
- 5. Limit of Liability Any One Occurrence/Aggregate \$ _____ / _____
- 6. Deductible or self-insured retention (Nil unless otherwise specified:) \$ _____

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. ***CANCELLATION NOTICE.*** The insurance afforded by this policy shall not be suspended, voided, canceled, 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 City. Such notice shall be addressed as shown in the heading of this endorsement.

2. ***WAIVER OF SUBROGATION.*** The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, elected and appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.

3. ***CONTRACTUAL LIABILITY.*** The insurance afforded by this policy shall extend coverage to claims for contractual liability.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE** - Incidents and claims are to be reported to the insurer at:

ATT: _____
 (Title) (Department)
 Company: _____
 Street Address: _____
 City, State, Zip: _____
 Telephone Number: (____) _____

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____
 ADDRESS: _____ TEL. #: _____

CERTIFICATE OF INSURANCE TO CITY OF WESTMINSTER ("The City")

Return Completed Certificate to:
 CITY OF WESTMINSTER
 8200 Westminster Blvd.
 Westminster, CA 92683
 Attn: Public Works Dept.

INSURED: _____
ADDRESS: _____

Coverages: 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 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 terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES & INSURERS	LIMITS	POLICY #	EXPIRATION DATE
Workers' Compensation Name of Insurer _____ A.M. Best's Rating _____	Employers Liability \$ _____		
Commercial General Liability Name of Insurer _____ A.M. Best's Rating _____ Claims-Made _____ or Occurrence _____	Commercial General Liability General Aggregate Limit: per project/location \$ _____ Pollution Coverage Limit: Per project/location \$ _____ Products-Completed Operations Aggregate Limit \$ _____ Each Occurrence \$ _____		
Business Auto Policy Liability Coverage Symbol _____ Name of Insurer _____ A.M. Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____		
Professional Liability Name of Insurer _____ A.M. Best's Rating _____	Amount Per Claim \$ _____ Aggregate Amount \$ _____		
Umbrella Liability Name of Insurer _____ A.M. Best's Rating _____ Claims Made _____ or Occurrence _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

NOTE: If commercial general liability insurance issued or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project.

The following coverage or conditions are in effect:	Yes	No
The City, its elected and appointed officials, officers, agents, employees, and volunteers are named on all liability policies described above as insured as respects: (a) activities performed for the City by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises, owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B, and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this contract		
Liquor Liability		
Coverage afforded the City, its elected and appointed officials, officers, employees, and volunteers as Insured applies as primary and not excess or contributing to any insurance issued in the name of the City.		
Waivers of subrogation from General, Auto, Workers' Compensation and Professional Liability insurers.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Agency or Brokerage _____ Insurance Company _____
 Address of Home Office: _____
 Name of Person & Title to Contact: _____
 Authorized Signature: _____ Date: _____ Telephone Number: _____

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official insurer.