



*City of Healdsburg*  
Administration Department  
401 Grove Street  
Healdsburg, CA 95448

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## INSURANCE REQUIREMENTS

Contractor shall procure and maintain 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, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Officer form GL 0404 covering Broad Form Comprehensive General Liability.
2. Insurance Services Office Auto Liability form number CA 0001 (ed. 12/90) Code 1 ("any auto").
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### Minimum Limits of Insurance

Contractor shall maintain limits not less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Statutory Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury and disease.

### Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim 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 City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the City and its officers, officials, employees, agents and volunteers.

#### Waiver of Subrogation

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII.

#### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Independent Contractors

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

**CERTIFICATE OF INSURANCE**  
**CITY OF HEALDSBURG (the "City")**

ISSUE DATE (MM/DD/YYYY)

**PRODUCER**

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| COMPANY LETTER | COMPANIES | BEST'S RATING |
|----------------|-----------|---------------|
| A              | _____     | _____         |
| B              | _____     | _____         |
| C              | _____     | _____         |
| D              | _____     | _____         |
| E              | _____     | _____         |

**INSURED**

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.

| CO LTR | TYPE OF INSURANCE   | POLICY NUMBER                    | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | ALL LIMITS IN THOUSANDS |    |
|--------|---|----------------------------------|------------------------------------|-------------------------------------|-------------------------|----|
|        | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.<br><input type="checkbox"/> OTHER _____                                |                                  |                                    |                                     | GENERAL AGGREGATE       | \$ |
|        |   | PRODUCTS-COMP/OPS AGGREGATE      | \$                                 |                                     |                         |    |
|        |   | PERSONAL & ADVERTISING INJURY    | \$                                 |                                     |                         |    |
|        |   | EACH OCCURRENCE                  | \$                                 |                                     |                         |    |
|        |   | FIRE DAMAGE (ANY ONE FIRE)       | \$                                 |                                     |                         |    |
|        |   | MEDICAL EXPENSE (Any One Person) | \$                                 |                                     |                         |    |
|        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> GARAGE LIABILITY |                                  |                                    |                                     | COMBINED SINGLE LIMIT   | \$ |
|        |   | BODILY INJURY (PER PERSON)       | \$                                 |                                     |                         |    |
|        |   | BODILY INJURY (PER ACCIDENT)     | \$                                 |                                     |                         |    |
|        |   | PROPERTY DAMAGE                  | \$                                 |                                     |                         |    |
|        | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM   |                                  |                                    |                                     | EACH OCCURRENCE         | \$ |
|        |   | AGGREGATE                        | \$                                 |                                     |                         |    |
|        | <input type="checkbox"/> WORKER'S COMPENSATION & EMPLOYER'S LIABILITY   |                                  |                                    |                                     | STATUTORY               | \$ |
|        |   | EACH ACCIDENT                    | \$                                 |                                     |                         |    |
|        |   | DISEASE-POLICY LIMIT             | \$                                 |                                     |                         |    |
|        |   | DISEASE-EACH EMPLOYEE            | \$                                 |                                     |                         |    |
|        | <b>PROPERTY INSURANCE</b><br><input type="checkbox"/> COURSE OF CONSTRUCTION  |                                  |                                    |                                     | AMOUNT OF INSURANCE     | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

**THE FOLLOWING PROVISIONS APPLY:**

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
4. The City is named a loss payee on the property insurance policy described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

**CERTIFICATE HOLDER / ADDITIONAL INSURED**  
 CITY OF HEALDSBURG  
 401 GROVE STREET  
 HEALDSBURG, CA 95448

**AUTHORIZED REPRESENTATIVE**  
 SIGNATURE \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_

INSURER  
POLICY NO.  
ENDORSEMENT NO:

ISO FORM CG 20 10 11 85 (MODIFIED)  
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**

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 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" performed for that insured.

Modifications to ISO for CG 20 10 11 85

- 1) The insured scheduled above includes the insured's elected or appointed 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 (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- 4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional 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.

Signature - Authorized Representative \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



