

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: CITY OF SEBASTOPOL

(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 ongoing operations 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 to 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 Entity.
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

Phone

CERTIFICATE OF INSURANCE
For CITY OF SEBASTOPOL (the "City")

Issue Date: (mm/dd/yy)

PRODUCER:

TELEPHONE #:

NAMED INSURED:

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

	COMPANIES	BEST'S RATINGS
Company A	_____	_____
Letter		
Company B	_____	_____
Letter		
Company C	_____	_____
Letter		
Company D	_____	_____
Letter		
Company E	_____	_____
Letter		

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 of 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	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration (mm/dd/yy)	All limits in Thousands
	General Liability α Commercial General Liability α Claims Made α Occur α Owner's and Contractor's Prot α Other _____				General Aggregate \$ _____ Products-Comp/Ops Aggregate \$ _____ Personal and Advertising Injury \$ _____ Each Occurrence \$ _____ Fire Damage (anyone fire) \$ _____ Medical Expense (any one person) \$ _____
	Automobile Liability α Any Auto α All Owned Autos α Scheduled Autos α Hired Autos α Non-Owned Autos α Garage Liability				Combined Single Limit \$ _____ Bodily Injury \$ _____ (per person) _____ Bodily Injury \$ _____ (per accident) _____ Property Damage \$ _____
	Excess Liability α Umbrella α Other than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
	α Worker's Compensation and Employer Liability				Statutory \$ _____ Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	Property Insurance α Course of Construction				Amount of Insurance \$ _____

Description of Operations/Locations/Vehicles/Restrictions/Special Items

THE FOLLOWING PROVISIONS APPLY:

- 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.
- The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' 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) CITY OF SEBASTOPOL
 ATTN: PUBLIC WORKS DEPARTMENT
 714 JOHNSON STREET, SEBASTOPOL, CA 95472

AUTHORIZED REPRESENTATIVE

SIGNATURE _____
 TITLE _____
 PHONE NO: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
For CITY OF SEBASTOPOL (the "City")

Submit in Duplicate

Endorsement # _____	Issue Date: (mm/dd/yy) _____
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PRODUCER: _____

TELEPHONE: _____

POLICY INFORMATION:
 Insurance Company: _____
 Policy Number: _____
 Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE:
 Included in Limits
 In Addition to Limits

NAMED INSURED: _____

Deductible
 Self-Insured Retention (check which) of \$ _____

APPLICABILITY: This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:
CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

 \$ _____ per accident, for bodily and property damage.

CLAIMS: Underwriter's representative for claims Pursuant to this insurance.
 Name: _____
 Address: _____
 Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- INSURED:** The City, its officers, officials, employees and volunteers are included as insureds 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 or for which the Named Insured is responsible.
- CONTRIBUTION OT REQUIRED:** As respects to work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects to the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
- CANCELLATION NOTICE:** With respect to the interests of the City, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- SCOPE OF COVERAGE:** This policy affords coverages at least as broad as:
 - If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
 Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER:

CITY OF SEBASTOPOL
 ATTN: PUBLIC WORKS DEPARTMENT
 714 JOHNSON STREET
 SEBASTOPOL, CA 95472

AUTHORIZED REPRESENTATIVE

Broker/Agent
 Underwriter

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature herein do so bind this company to this endorsement.

SIGNATURE: _____
 (original signature required)
 Telephone: (____) _____ Date Signed: _____

**If you have any questions about these requirements,
please call the Engineering Department at:
707-823-5331 (Phone) or
707-823-4721 (FAX)
Email: sebpw@sonic.net**

CITY OF SEBASTOPOL

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract 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 coverage (occurrence form CG0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. A Waiver of Subrogation endorsement is required on Workers' Compensation Insurance.

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.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

INSURANCE REQUIREMENTS FOR CONTRACTORS (continued)

Deductibles and Self-Insured 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 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.

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- < **EACH CONTRACTOR AND SUBCONTRACTOR MUST PROVIDE DOCUMENTATION OF INSURANCE COVERAGE IN ACCORD WITH THE FOLLOWING REQUIREMENTS.**
 - < **ONLY CITY FORMS MAY BE USED.**
 - < **ALL INSURANCE CERTIFICATES AND ENDORSEMENTS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE.**
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Other Insurance Provisions

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

1. The *named additional insured* with respect to this contract shall include the following:
The CITY OF SEBASTOPOL, its Officers, Officials, Employees and Volunteers
2. The *named additional insured* 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 **INSURANCE REQUIREMENTS FOR CONTRACTORS (continued)**

an endorsement to the Contractor's insurance, or as a separate owner's policy.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary

insurance as respects the *named additional insured*. Any insurance or self-insurance maintained by the *named additional insured* shall be excess of the Contractor's insurance and shall not contribute with it.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

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

Verification of Coverages

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

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer.

Subcontractors

Contractor shall include all subcontractors as insureds 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.

Attachments

Certificate of Insurance

Additional Insured Endorsement Form B

Automobile Liability Special Endorsement

Workers' Compensation and Employer's Liability Special Endorsement

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

For CITY OF SEBASTOPOL (the "City")

Submit in Duplicate

Endorsement #	Issue Date: (mm/dd/yy)
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PRODUCER:

TELEPHONE #: ()

NAMED INSURED:

POLICY INFORMATION:

Insurance Company:

Policy Number:

Policy Period: (from) _____ (to) _____

OTHER PROVISIONS:

CLAIMS: Underwriter's representative for claims Pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

EMPLOYER'S LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease-Policy Limit)

\$ _____ (Disease-Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **CANCELLATION NOTICE:** This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. **WAIVER OF SUBROGATION:** This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER:

AUTHORIZED REPRESENTATIVE

CITY OF SEBASTOPOL
ATTN: PUBLIC WORKS DEPARTMENT
714 JOHNSON STREET
SEBASTOPOL, CA 95472

- Broker/Agent
- Underwriter
- _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature herein do so bind this company to this endorsement.

SIGNATURE: _____
(original signature required)

Telephone: () _____ Date Signed: _____