

## **INSURANCE AND SURETY INFORMATION SHEET**

In order for your company to comply with the bonding and insurance requirements per your contract with the City of Elk Grove there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a summary checklist for your convenience. **All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.** This is necessary to insure that it meets approval by the City's Risk Management Office.

### **I. GENERAL**

- A. Send this requirement sheet and all attached documents to your insurance broker for immediate compliance.
- B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.
- C. New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.
- D. All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.
- E. All lines of insurance required except for Errors & Omissions/Professional Liability coverage must be written on a full "per occurrence" basis where required. *Only E&O Professional Liability may be written on a "claims made" basis.*
- F. A 30 day cancellation notice is required, and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10 day notice is acceptable.
- G. Expiration dates are required on all certificates.
- H. All Bonds and Certificates must have an original signature.

### **II. SPECIFIC COVERAGE**

- A. Bonding
  - 1. Where your contract calls for the furnishing of a bond, refer to your contract for the specific limits that will apply to both Performance and/or Labor and Materials.
  - 2. Provide a current company profile from the California Department of Insurance website stating the Surety Company is an admitted insurer in the State of California ([insurance.ca.gov](http://insurance.ca.gov)).
- B. General Liability
  - 1. All insurance companies must have an AM Best rating of A:VII or better. Please provide a current copy of AM Best rating from the Internet ([ambest.com/ratings](http://ambest.com/ratings)).

**IMPORTANT NOTE: Refer to your actual contract for all required details regarding your insurance requirements. This information sheet in no way modifies or changes the terms of your agreement, and is not a part of your agreement.**

2. See attached a suggested Acord insurance Certificate of Insurance form that would be acceptable, showing required limits of liability.
3. Without prior approval, policies may not have a deductible or self-insured retention greater than \$5,000.00.
4. There must be an endorsement naming the City of Elk Grove, its officers, employees, boards, commissions and volunteers as additional insureds. **A statement on the certificate will not suffice.** (This endorsement must include the wording 'arising out of "your work"') See attached sample endorsement.
5. There must be an endorsement indicating that coverage is primary and non-contributory with respect to additional insureds. See attached sample endorsement.
6. There must be an endorsement waiving all rights of subrogation against the City of Elk Grove, its officers, officials and employees. See attached sample endorsement.
7. There must be an endorsement that includes a severability of interest clause. (cross liability). See attached sample endorsement.
8. If your liability aggregate is less than \$2,000,000 you may elect to provide an endorsement which provides an aggregate limit of \$1,000,000 per project. See attached sample endorsement.
9. Where applicable, the General Liability policy shall contain an endorsement or provision stating that such insurance applies to the liability assumed by any subcontractor. (Owners and Contractors Protective)
10. The General Liability coverage shall be at least as broad as ISO form CG 00 01 (ed. 10/01).
11. If a "claims made" policy is applicable, in cases where Errors & Omissions / Professional Liability is required, it must be clearly shown. (see contract provisions to note special requirements for maintaining coverage upon the termination of contract)

C. Commercial Automobile Liability

1. All insurance companies must have an AM Best rating of A:VII or better. Please provide a current copy of AM Best rating from the internet.
2. The auto coverage shall be provided for owned, hired, and non-owned autos. See sample certificate of insurance.
3. There must be an endorsement waiving all rights of subrogation against the City of Elk Grove, its officers, officials and employees. See attached sample endorsement.

**IMPORTANT NOTE:** Refer to your actual contract for all required details regarding your insurance requirements. This information sheet in no way modifies or changes the terms of your agreement, and is not a part of your agreement.

- D. Workers' Compensation and Employer's Liability
1. All insurance companies must have an AM Best rating of A:VII or better. Please provide a current copy of AM Best rating from the internet.
  2. Statutory requirements must be met for Workers' Compensation coverage. Employer's Liability limits must be at least \$1,000,000.00 per occurrence.
  3. There must be an endorsement waiving all rights of subrogation against the City of Elk Grove, its officers, officials and employees.
- E. Acceptance of any bond, certificate of insurance, or endorsement showing proof of insurance required by your contract does not constitute approval or agreement by the City of Elk Grove that the insurance requirements have been met or that the bond or insurance policies referenced on any certificates and endorsements are in compliance with your contractual requirements.

**III. COVERAGE LIMITS**

BOND LIMITS

Refer to contract provisions

GENERAL LIABILITY

\$2,000,000	General Aggregate
\$2,000,000	Products and/or Completed Operations
\$1,000,000	Each Occurrence

AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit
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ERRORS & OMISSIONS/PROFESSIONAL LIABILITY LIMITS

\$1,000,000	Per Claim
	-or-
\$2,000,000	Aggregate
\$1,000,000	Each Occurrence

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$1,000,000	Employer's Liability
STATUTORY	Workers' Compensation

The above insurance requirements shall be considered minimum; however, the City maintains the right to require higher limits depending on the risk involved.

**IMPORTANT NOTE: Refer to your actual contract for all required details regarding your insurance requirements. This information sheet in no way modifies or changes the terms of your agreement, and is not a part of your agreement.**

<b>ACORD.</b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YY)
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PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE

INSURED  <b>Your Name and Address</b>	INSURER A: <b>Name of carrier</b>
	INSURER B: <b>Name of carrier if more than one</b>
	INSURER C: <b>Name of carrier if more than two</b>
	INSURER D: <b>Name of carrier is more than three</b>
	INSURER E:

**COVERAGES**

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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE <b>\$ 1,000,000</b>
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) <b>\$ 5,000</b>
					PERSONAL & ADV INJURY <b>\$ 1,000,000</b>
					GENERAL AGGREGATE <b>\$ 2,000,000</b>
					PRODUCTS-COMP/OP AGG <b>\$ 300,000</b>
<b>B</b>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1,000,000</b>
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
<b>C</b>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>	<b>IF APPLICABLE</b>			AUTO ONLY-EA ACCIDENT \$
					OTHER THAN EA ACC AUTO ONLY: AGG \$
<b>A</b>	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<b>IF APPLICABLE</b>			EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
<b>D</b>	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH - ER
					E.L. EACH ACCIDENT <b>\$ 1,000,000</b>
					E.L. DISEASE-EA EMPLOYEE <b>\$ 1,000,000</b>
<b>A</b>	OTHER Professional Liability (if Applicable)				<b>\$1,000,000 PER OCCURRENCE</b>
					<b>\$2,000,000 AGGREGATE OR \$1,000,000 PER CLAIM</b>

Specimen

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
**\*Cancellation Clause includes 10-days Notice for Non-Payment of Premium.**  
**\*List Specific Name of Project that applies to this Certificate ("Not" All California Operations)**

CERTIFICATE HOLDER  <b>City of Elk Grove          8400 Laguna Palms Way          Elk Grove, California 95758</b>	ADDITIONAL INSURED; INSURER LETTER  CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  AUTHORIZED REPRESENTATIVE
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED-OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

**City of Elk Grove, its officers, employees, boards, commissions and volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration & as applicable to this endorsement.)

WHO IS AN 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" for that insured by or for you.

SUCH INSURANCE AS IS AFFORDED BY THE GENERAL LIABILITY POLICY  
IS PRIMARY INSURANCE AND NO OTHER INSURANCE OF THE ADDITIONAL  
INSURED WILL BE CALLED UPON TO CONTRIBUTE TO A LOSS.

WE WAIVE ANY RIGHTS OF RECOVERY WE MAY HAVE AGAINST THE  
PARTIES SHOWN AS ADDITIONALLY INSURED IN THE SCHEDULE ABOVE  
BECAUSE OF ANY LOSSES PAID BY THE GENERAL LIABILITY POLICY.

SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY  
SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT  
IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S  
LIABILITY.

**SPECIMEN**

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Authorized Representative

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

**SPECIMEN**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT--AGGREGATE LIMITS OF INSURANCE  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you.**

NAMED INSURED

**SPECIMEN**

POLICY NUMBER:

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following policy:

COMMERCIAL AUTO COVERAGE FORM

### **SCHEDULE**

**Name of Person or Organization:**

**City of Elk Grove**

**Project Description**

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule above because of payments we make for injury or damage.

**SPECIMEN**