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).

**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).

**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

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

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.
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Your Name and Address

INSURED

Your Name and Address

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

A GENERAL LIABILITY

☐ COMMERCIAL GEN LIABILITY
☐ CLAIMS MADE ☐ OCCUR
☐ GENERAL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC

B AUTOMOBILE LIABILITY

☐ ANY AUTO
☐ ALL OWNED AUTOS
☐ SCHEDULED AUTOS
☐ HIRED AUTOS
☐ NON-OWNED AUTOS

C GARAGE LIABILITY

☐ ANY AUTO

D WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

☐ WC STATUTORY LIMITS
☐ OTHER TORY LIMITS

E L EACH ACCIDENT

E L DISEASE-EA EMPLOYEE

E L DISEASE-POLICY LIMIT

F OTHER

Professional Liability (if Applicable)

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 ADDITIONAL INSURED; INSURER LETTER CANCELLATION

City of Elk Grove
8400 Laguna Palms Way
Elk Grove, California 95758

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

INSR A: Name of carrier
INSR B: Name of carrier if more than one
INSR C: Name of carrier if more than two
INSR D: Name of carrier is more than three
INSR E:
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.

Authorized Representative
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
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.
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.