



INSURANCE DOCUMENT REQUIREMENTS

Contractor at its own cost and expense shall procure and maintain, for the duration of the contract, the following insurance policies, exceptions may apply:

- ✓ Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California.
- ✓ Commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury, personal injury, and property damage.
- ✓ Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this permit, including coverage for owned, hired, and non-owned vehicles, in an amount not less than two million dollars (\$2,000,000) per occurrence.
- ✓ The Town of Moraga shall be named as Certificate Holder on the Certificate of Insurance and endorsed as an additional insured.
- ✓ Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed to contain the following specific language:

1) The Town, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations.

2) This policy shall be considered primary insurance as respects the Town, its officers, officials, employees, and volunteers

Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01. For construction projects, an endorsement providing completed operations coverage for the additional insured, (at least as broad as) ISO form CG 20 37, is also required.

*** Town allow a \$1 million per occurrence/\$2 million aggregate CGL, and \$1 Million Auto if there is a \$2 million umbrella policy that backs up CGL and Auto for the project.**

LIABILITY AND INSURANCE REQUIREMENTS

Encroachment Permits

INDEMNIFICATION

In addition to any other indemnity obligation in the Permit, the Permittee shall indemnify, hold harmless and assume the defense of the Town, their elected officials, officers, agents, employees and representatives from all damages, costs, or expenses in law or equity, including attorney's fees, that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Permittee, any of the Permittee's employees, or any of its subcontractors arising out of work under this Permit.

Approval of any insurance contracts by the Town does not relieve the Permittee or subcontractors from liability under any indemnity or liability provision, and the Permittee shall be responsible for payment of all amounts it is obligated to pay thereunder, which have not been paid by such insurance contracts. The Town shall not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

INSURANCE REQUIREMENTS

General

After issuance of Permit, the Permittee shall promptly obtain, at its own expense, all the insurance required by these Insurance Requirements, and shall submit coverage verification for review and approval by the Town upon execution of the Permit.

Authorization or a notice to proceed with the Work under this Permit will not be issued, and the Permittee shall not commence work, until such insurance has been approved by the Town. The Permittee shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Permittee. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

Any authorization or notice to proceed by the Town or other agencies does not relieve the Permittee of the duty to maintain such insurance as required by Town of Moraga Liability and Insurance Requirements for Permittees.

The Town reserves all the right to occupy existing facilities or right of way under construction or to use or occupy parts of the Work as provided prior to completion. Insurance policies shall not restrict or limit such use.

Insurance Requirements for Permittees (with Construction Risks)

The Permittee shall procure and maintain for the duration of the permit 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 Permittee, 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 CG 0001).
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, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction insurance form providing coverage for "all risks" of loss.

Minimum Limits of Insurance

The Permittee shall maintain limits no less than:

1. General Liability: Must be written on an "occurrence" basis \$2,000,000 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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
4. Course of Construction: equal to the completed value of the project and no coinsurance penalty provisions.

Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town of Moraga. At the option of the Town of Moraga, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of Moraga, its officers, officials, employees, agents and volunteers or the Permittee shall procure a bond 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:

The Town of Moraga, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Permittee products and completed operations of the

Permittee, premises owned, occupied or used by the Permittee: or automobiles owned, leased, hired or borrowed by the Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Moraga, its officers, officials, employees, agents or volunteers.

1. For any claims related to this project, the Permittee's insurance coverage shall be primary insurance as respects the Town of Moraga, its officers, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the Town of Moraga, its officers, officials, employees, agents or volunteers shall be in excess of the Permittee's insurance and shall not contribute with it.
2. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Town of Moraga, its officers, officials, employees, agents or volunteers.
3. The Permittee's insurance 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.
4. Each insurance policy required by this clause 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) days' prior written notice by certified mail, return receipt requested, has been given to the Town of Moraga.

Course of construction policies shall contain the following provisions:

1. The Town of Moraga shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against Town of Moraga.

If the Permittee maintains higher limits than the minimums shown above, the Town of Moraga requires and shall be entitled to coverage for the higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town of Moraga.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the permit or the beginning of permit work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of permit work.
3. If coverage is canceled or non-renewed, and not placed with another claims-made policy form with a retroactive date prior to the permit effective, or start or work date, the Permittee must purchase extended reporting period coverage for a minimum of five (5) years after completion of permit work.
4. A copy of the claims reporting requirements must be submitted to the Town of Moraga for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the

Permittees Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Permittees Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors

The Permittee 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.

Verification of Coverage

The Permittee shall furnish the Town of Moraga with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Town of Moraga. All endorsements are to be received and approved by the Town before work commences. As an alternative to the Town's forms, the Permittee's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

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

Waiver of Subrogation

The Permittee hereby grants to the Town of Moraga a waiver of any right to subrogation which any insurer of said Permittee may acquire against the Entity by virtue of the payment of any loss under such insurance. The Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Insurance Forms

The Town of Moraga will accept the ACORD 25-S Certificate of Liability Insurance Form accompanied by a Commercial General Liability Endorsement Form No. CG 20 10 11 85 and an Automobile Liability Endorsement Form. The Town will accept the Certificate of Worker's Compensation Insurance Form provided by the "State Compensation Insurance Fund".

Note: The General Liability and Automobile Liability endorsements must contain the provisions listed in the section above titled "Other Insurance Provisions".

Submittal of any forms other than the above listed preapproved forms, failure to submit forms, failure to submit forms with required provisions may delay award of permit until all requirements are met in accordance with this Section.

****END OF SECTION****