

Insurance Requirements

Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Clearlake.
- Required Evidence of Coverage:
 1. Properly completed Certificate of Insurance.

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.

- The City of Clearlake must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Consultant.
- The policy definition of “insured contract” must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (“F” definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Clearlake as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the City of Clearlake.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Clearlake.
- The policy must cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Clearlake is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- Required Evidence of Coverage:
 1. Copy of Auto Policy Declarations Page or properly completed Certificate of Insurance.

D. Professional Liability Insurance or Errors & Omissions Coverage

- Minimum Limit: \$1,000,000.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Clearlake.
- Required Evidence of Coverage:
 1. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance must include the following reference:
(Contract number or project name).
- The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: **City of Clearlake, Attn: City Clerk, 14050 Olympic Drive, Clearlake, CA 95422.**
- Current Evidence of Coverage must be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

Summary of Indemnity and Insurance Requirements:

1. These are the Indemnity and Insurance requirements for Contractors providing services or supplies to the City of Clearlake. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound to these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance requirements may include additional provisions as deemed appropriate by the City of Clearlake.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractors liability under this agreement. The full coverage and limits afforded under Contractors policies of Insurance shall be available to the City of Clearlake and these insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The insurance obligations under this agreement shall be: 1- all the insurance coverage and limits carried by or available to the Contractor; or 2- the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City of Clearlake.
3. Contractor shall furnish the City of Clearlake with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to the City of Clearlake before work begins. The City of Clearlake reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City of Clearlake.

_____ Authorized Signature _____ Date