

INSURANCE REQUIREMENTS IN CONTRACTS

A Procedure Manual

driver↔**alliant** | INSURANCE SERVICES

**VERSION 5.0
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Forms from the Insurance Services Office (ISO) are reproduced and included with permission of the ISO.

APPENDIX E: SAMPLE CHECKLISTS

Potential High Risk Situations or Special Insurance Required

- | | |
|--|---|
| <input type="checkbox"/> Crowd exposures | <input type="checkbox"/> Heavy equipment |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Computer hardware or software |
| <input type="checkbox"/> Work involving vehicles | <input type="checkbox"/> Work near water, docks, wharves |
| <input type="checkbox"/> Work involving watercraft | <input type="checkbox"/> Work involving aircraft |
| <input type="checkbox"/> Medical services | <input type="checkbox"/> Marine work of any kind |
| <input type="checkbox"/> Legal services | <input type="checkbox"/> Construction management |
| <input type="checkbox"/> Other professional services | <input type="checkbox"/> Handling of funds or assets |
| <input type="checkbox"/> Zoning or planning services | <input type="checkbox"/> Inspection services |
| <input type="checkbox"/> Use or serving of alcohol | <input type="checkbox"/> Electrical work |
| <input type="checkbox"/> Work with natural gas | <input type="checkbox"/> Work near roads |
| <input type="checkbox"/> Work near railroads | <input type="checkbox"/> Work near airports |
| <input type="checkbox"/> Work near waterways | <input type="checkbox"/> Underground work or excavation |
| <input type="checkbox"/> Any pollution or environmental exposure | <input type="checkbox"/> Design engineering or architectural services |
| <input type="checkbox"/> Maintenance or inspection services | <input type="checkbox"/> Surveys, soil engineering, topographical surveys |
| <input type="checkbox"/> Use of caustics, flammables explosives | <input type="checkbox"/> Armed guards, use of armored cars |
| <input type="checkbox"/> Work involving utilities/provision of service | <input type="checkbox"/> Work involving boilers, pressure vessels, turbines |

APPENDIX E: SAMPLE CHECKLISTS

Severity-related Questions for the Contract Risk Analyst

- How many persons will be involved in the activity?
- What will be the nature of their work?
- How many are exposed to injury from one event?
- Can persons not associated with the project/activity be harmed?
- What is the exposure to natural disaster (earthquake, flood, windstorm, etc.)?
- What effects would a disaster have on the property or people involved?
- What would be the economic consequences of a delay (to the city)?
- What is the value of city property associated with the activity?
- Can other businesses or entities be harmed/shut down by an occurrence?
- What is the value of the property adjacent to or affected by the activity?
- What types of vehicles will be used, if any? Do they carry passengers?
- How many people will occupy/use the finished product/structure?
- How many could be harmed from an occurrence at the site?
- Could injuries result later from latent defects or poor design?
- Is there any exposure to disease, carcinogens, structural failure, crowd panic, fire, crashes, explosions or other occurrences with catastrophic potential?

The objective of these questions is to find the lurking catastrophe in the contracted activity or its aftermath. Some real-life examples of extremely severe loss incidents could include:

- Communicable disease (such as Legionnaire's disease) distributed by a ventilating system.
- Collapse of a structure (such as the Hyatt-Kansas City skywalk).
- Multiple casualties from riots such as at various popular music concerts or international soccer games.
- Plane crashes.
- Ferry sinking.
- Failure of parking structures during earthquakes.

SAMPLE

The Risk Analysis Worksheet is a guide to help the contract administrator determine the type of insurance to require of a contractor. It also suggests a minimum limit or starting point for negotiations.

To use the worksheet:

- Identify the types of activities anticipated to arise out of the contracted operation. A list of activities is in the left-hand column of the worksheet.
- Moving left to right across the worksheet in the row corresponding to the activity identified, identify the types of insurance to require:
 - A ✓ means that the type of insurance indicated at the top of the column is needed.
 - A ✕ means that the type of insurance indicated at the top of the column *probably is required*
 - A ✧ means that the type of insurance indicated at the top of the column *may be required*.
- Pay attention to the number in parentheses in the cell in which you have identified insurance that may be required. That number (in millions) should be the starting point for your negotiations regarding required limits of insurance. Generally, you should consider it a minimum. In some cases, the circumstances may require adjusting the limit downward, but this should be done rarely. A “+” next to the number in parentheses means that higher limits may be appropriate depending on the circumstances.
- If you identify more than once activity applicable to the contract, chose each type of insurance cross-referenced in the table and use the highest number for selection of limits.

As always, the contract administration should be aware that these guidelines must be applied with analysis of the risk and with common sense.

APPENDIX E: SAMPLE CHECKLISTS

Risk Analysis Worksheet

<i>Activity Contemplated in Contract</i>	General Liability	Automobile Liability	Workers' Comp.	Errors & Omissions	Builder's Risk	Aircraft Liability	Special Coverage
<i>Advertising, publication</i>	✓ (1)						
<i>Aircraft; use, ownership or maintenance of</i>			◇ (Statutory)			✓ (10)	
<i>Animals; care use of, maintenance of</i>	✓ (1)		◇ (Statutory)				✖ (?)
<i>Caustics; use or handling of</i>	✓ (3)	◇ (1+)	◇ (Statutory)				✖ (3+)
<i>Child care</i>	✓ (5)	◇ (1)	◇ (Statutory)				✖ (5+)
<i>Construction, remodeling</i>	✓ (5)	✖ (5)	✓ (Statutory)	✖ (1+)	✖ Value		
<i>Crowd (more than 10 persons)</i>	✓ (5+)	◇ (1)	◇ (Statutory)				
<i>Docks/wharves; use, ownership or maintenance of</i>	◇ (5)	◇ (1)	◇ (Statutory)				✓ (5)
<i>Electricity; use of, electrical work, repair</i>	✓ (3)	◇ (1)	◇ (Statutory)		◇ Value		
<i>Emission or discharge of potentially</i>	✓ (5)	◇ (1)	◇ (Statutory)				✓ (5+)
<i>Explosives; use of, storage, transportation or handling</i>	✓ (10)	◇ (1)	◇ (Statutory)		◇ Value		✖ (5)
<i>Flammables, usage of</i>	✓ (5)	◇ (1)	◇ (Statutory)				
<i>Food; service, sales</i>	✓ (3)	◇ (1)	✓ (Statutory)				
<i>Medical services, skilled</i>	◇ (1)	◇ (1)	◇ (Statutory)	✓ (3+)			✖ (?)
<i>Nuclear/radioactive material; use of</i>	✓ (1)						✖ (5)
<i>Plumbing/sewer; maintenance, construction, repair</i>	✓ (3+)				◇ Value		
<i>Professional services, other than medical or design</i>	◇ (1)	◇ (1)	◇ (Statutory)	✓ (1+)			
<i>Professional services; engineering, architectural</i>	◇ (1)	◇ (1)	◇ (Statutory)	✓ (1+)	◇ Value		
<i>Railroads; use, ownership or maint. of, operations near</i>							✓ (RR sets)
<i>Toxics; use or handling of</i>	✓ (1+)	◇ (1)	◇ (Statutory)				✖ (5+)
<i>Trucking, transportation, solid waste hauling</i>	◇ (1+)	✓ (5+)	◇ (Statutory)				
<i>Tunneling; excavation</i>	✓ (10)	◇ (1+)	◇ (Statutory)		◇ Value		✖
<i>Watercraft; use, ownership, maintenance of</i>	◇ (1)		◇ (Statutory)				✓ (1+)
<i>Weapons; use, ownership or maintenance of</i>	✓ (5+)	◇ (1)	◇ (Statutory)				◇ (?)
<i>Welding, cutting with torch</i>	✓ (5)	◇ (1)	◇ (Statutory)		◇ Value		

Key: ✓ = Required ✖ = Probably required ◇ = May be required

Identify the types of risks involved in the contract you are analyzing.

For each required category of insurance, use the activity with the highest risk number to determine limits to require.

APPENDIX C: SAMPLE HOLD HARMLESS AGREEMENTS

The following hold harmless agreement wordings are provided as **examples only**. Innumerable alternatives to these forms are possible, each alternative having a different purpose depending on the wishes of the parties. **Drafting hold harmless language in contracts is a crucial part of the risk-transfer process and should not be undertaken without the advice and assistance of legal counsel.**

Indemnity and hold harmless provisions are regulated by the California Civil Code and case law interpreting the Code Sections. Under Civil Code Section 1668,

All contracts which have for their object, directly or indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

Under Civil Code Section 2773,

An agreement to indemnify a person against an act thereafter to be done, is void, if the act be known by such person at the time of doing it to be unlawful.

Civil Code Section 2782(b) provides that

Except as provided in Sections 2782.1, 2787.2, and 2782.5, provisions, clauses, covenants or agreements contained in, collateral to or affecting any construction contract with a public agency which purport to impose on the contractor, or relieve the public agency from, liability for the active negligence of the public agency shall be void and unenforceable.

Section 2782.1 makes an exception where the contract is not being performed for the public agency, but the public agency as an accommodation allows the contractor to enter upon its property or adjacent to its property. Section 2782.2 permits the owner of a project to indemnify a professional engineer if certain conditions are met. Section 2782.5 permits parties to a construction contract to negotiate and expressly agree with respect to the allocation, release, liquidation, exclusion, or limitation as between the parties of any liability (a) for design defects, or (b) of the promisee to the promisor arising out of or relating to the construction contract.

California case law has analyzed indemnity clauses as falling under three classifications. (However, some cases indicate that intent of the parties controls the case regardless of these classification cases.)

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant 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 and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. Insurance Services Office Form CG 0001 covering **Commercial General Liability** on an “occurrence” basis.
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. **Workers’ Compensation** insurance as required by the State of California and Employer’s Liability Insurance.
4. **Errors and Omissions Liability** Insurance appropriate to the Consultant’s profession. Architects’ and Engineers’ coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. **General Liability:** (Including products-completed operations, personal & advertising injury)
 - \$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.
4. **Errors and Omissions Liability:** **\$1,000,000 per occurrence or claim.**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity **may require the Consultant to provide proof of ability to pay losses** and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as insureds** with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions), as a separate Owner's and Contractor's Protective Liability Policy, or on the Entity's own form.

2. For any claims related to this project, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the Entity, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the Agency. **This provision also applies to the Consultant's Workers' Compensation policy.**
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 (10 days for non-payment) has been given 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**, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide claims-made coverage, the Entity requires that coverage be **maintained for a period of 5 years after completion of the contract.**

Verification of Coverage

Consultant shall furnish the Entity with **original certificates and amendatory endorsements** effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has requested or received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Professional liability insurance coverage is normally required if the contractor/vendor/consultant is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional consultants, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisors.

Please check and initial the following if professional liability is NOT required for this agreement.

* Recommended _____ [Project Manager] * Approved _____ [Risk Manager]

CHAPTER FIVE

**Exhibit 6:
Insurance Requirements for Contractors
(With Construction Risks)**

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 CG 00 01) *or* Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor). (See Appendix B for form language.)
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. **Course of Construction** insurance covering all risks of loss less policy exclusions.
5. **Surety bonds as described** below.
6. **Professional Liability (if Design/Build).**

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **\$5,000,000** 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.
4. **Course of Construction:** **Completed value of the project with no coinsurance penalty provisions.**

CHAPTER FIVE

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity 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:

3. The Entity, its officers, officials, employees, and volunteers 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 an endorsement to the Contractor's insurance, or as a separate owner's policy.
4. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
5. 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) day's prior written notice has been provided to the Entity.

Course of construction policies shall contain the following provisions:

- The Entity shall be named as loss payee.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Entity 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.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. A bid bond.
2. A performance bond.
3. A payment bond.

INSURANCE REQUIREMENTS FOR RENTAL OF FACILITIES

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. Insurance Services Office Form CG 0001 covering Commercial General Liability on an “occurrence” basis.

Minimum Limits of Insurance

Renter shall maintain limits no less than:

1. **General Liability:** (Including operations, products and completed operations.)

\$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. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the renter to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions

The general liability policies is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as insureds** with respect to liability arising out of liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter’s insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner’s policy .
2. For any claims related to this project, the **renter’s insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter’s insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the Entity, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the Agency.

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 (10 days for non-payment) by mail has been given 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, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity 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.

Liquor Liability

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering such sale of alcohol.

Homeowners Insurance

In some cases the Renters homeowners liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Note: these insurance requirements may also be used for recreation program instructors. Special event coverage is available for instructors, and in some cases homeowners insurance may apply.



INSURANCE SERVICES

INTEGRATED INSURANCE & FINANCIAL SERVICES

APPENDIX B: COMMON INSURANCE INDUSTRY FORMS

Reproduction of ACORD, Inc. Form

ACORD™ CERTIFICATE OF INSURANCE DATE (MM/DD/YYYY)

PRODUCER: _____

INSURED: _____

INSURERS AFFORDING COVERAGE: _____ NAIC # _____

INSURER A: _____

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

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.

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	ADDTL	TYPE OF INSURANCE	POLICY NO.	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
LTR	INSRD					
*3		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT \$ INJURY \$ INJURY \$ PROPERTY DAMAGE \$ POLY - EA ACCIDENT \$ HAN - EA ACC \$ LY: AGG \$ ENGINE OCCURRENCE \$ AGGREGATE \$
		AUTOMOBILE LIABILITY <input 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				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER: _____

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: _____

© ACORD CORPORATION 1988

1 This block identifies the Agent or Broker.

2 This notice confirms the provisions of the California Insurance Code, §384. Other states have similar provisions. It states that the policy, not the certificate governs coverage.

4 The insured is your entity's contractor or lessee.

3 The insurer will be identified here. The insurer letter appears again near the left margin at "3" to show which insurer provides which coverage.

5 This notice again states that the policy supersedes the certificate form.

6 These sections show the type of coverage provided through the agent or broker identified in "1" above. If the insured uses more than one broker, this certificate will not identify all existing.

7 These two columns show inception and expiration dates for policies identified. Pay special attention that coverage does not expire before or during your project or lease.

8 This column identifies limits per occurrence and aggregate for each type of coverage afforded. Pay special attention to low aggregate limits for public works-type contractors. Losses on other jobs may reduce your coverage.

9 This section will usually be used to restrict coverage to a specific job or lease. Watch for restrictions that would omit the coverage required by your specifications.

11 Cancellation provisions as written guarantees nothing. Some brokers will cross out the words "endeavor to" but this still does not amend the policy.

10 Certificate holder is your entity.

12 The authorized representative of the insurer should be an employee, unless the agent or broker is specifically authorized to sign on behalf of the company.

**APPENDIX B:
COMMON INSURANCE INDUSTRY FORMS****Reproduction of ACORD, Inc. Form****IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

SAMPLE

Reproduction of Insurance Services Office, Inc. Form

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:

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

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(continued)...

SAMPLE **AGENCY-DEVELOPED** ENDORSEMENT

This blanket endorsement modifies insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Insuring Company: _____ Policy No. _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **Name(s):** _____

Contact: _____

Address: _____

City/State/Zip: _____

The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insured with regard to damages and defense of claims arising from: (Check all that apply)

General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form 20 10 11 85, or 20 10 07 04 with 20 37 07 04.}

Auto Liability: the ownership, operations, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable of the Named Insured or a combination of the Named Insured and the Agency, its elected or appointed officers, officials, employees or volunteers.

Workers' Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directors and control of the Named Insured and the Agency

Other: _____

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice ten (10) days if canceled due to non-payment) by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above state.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I am an authorized representative of the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Agency)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE ISSUED: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/10/08

PRODUCER LIC #0E67768 1-925-416-7862
IOA Insurance Services
 3875 Hopyard Rd., Suite 240
 Pleasanton, CA 94588
 Leslie Pancoast, CIC, RPLU

INSURED
Fehr & Peers
 100 Pringle Avenue, Suite 600
 Walnut Creek, CA 94596

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

- INSURER A:** Travelers Indemnity Company of CT
- INSURER B:** ACE American Insurance Company
- INSURER C:**
- INSURER D:**
- 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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6805975L141	11/01/07	11/01/08	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5980L010	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-5847Y716	09/01/07	05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Professional Liability	G21663049004	12/06/07	12/06/08	Per Claim \$ 1,000,000 Annual Aggregate \$ 2,000,000 \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 All operations of the Named Insured, including project referenced below, if any.
 General Liability: See Additional Insured endorsement attached.

Project: **Foster City Multi-Project Traffic Analysis.** City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees and agents are named additional insureds. Consultant's insurance coverage shall be primary with respect to additional insureds.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION * 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM

City of Foster City
Leslie Carmichael
 610 Foster City Boulevard
 Foster City, CA 94404-2299

USA

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

AUTHORIZED REPRESENTATIVE
Denise C. Foley

POLICY NUMBER: 6805975L141

COMMERCIAL GENERAL LIABILITY

NAMED INSURED:

DATE ISSUED: 03/10/08

Fehr & Peers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. **WHO IS AN INSURED (Section II)** is amended to include any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If the injury or damage arises out of the performance, by you or your subcontractor, of "your work" to which the "contract or agreement requiring insurance" applies. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in that "contract or agreement" requiring insurance, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
3. The following is added to Paragraph a. of **4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a "contract or agreement" requiring insurance that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The “bodily injury” or “property damage” for which coverage is sought occurs; and
- (2) The “personal injury” for which coverage is sought arises out of an offense committed;

after you have entered into that “contract or agreement requiring insurance”. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage” or “personal injury” arising out of “your work” performed by you, or on your behalf, under a “contract or agreement requiring insurance” with that person or organization. We waive these rights only where you have agreed to do so as part of the “contract or agreement requiring insurance” with such person or organization entered into by you before, and in effect when, the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V)**:

“contract or agreement requiring insurance” means that part of any

contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

All other terms of your policy remain the same.



INTEGRATED INSURANCE & FINANCIAL SERVICES

APPENDIX E: SAMPLE CHECKLISTS

Contract Review Checklist

HOLD HARMLESS / INDEMNIFICATION REVIEW

1. Contract Date/Parties:
2. Party(ies) Accepting Risk:
3. Type of Risk Accepted Negligence Other
4. Breadth of Risk Accepted Own Joint Sole
5. Nature of Damage/Injury Accepted: Direct Consequential
 - Property Damage: Our property Other party's property Property of third persons
 - Bodily injury/personal injury: Our employees Other party's employees Third party employees

INSURANCE REVIEW

No answer means either it is not mentioned in the contract or it is specifically rejected.

	Required of you		Required of Other Party	
	YES	NO	YES	NO
1. Liability Insurance				
a. Is it required?				
b. Limits of Liability	\$	\$	\$	\$
c. Special coverages required				
d. Occurrence vs. claims made coverage				
e. Named as additional insured				
f. Cross liability				
g. Contractual limits required				
h. Cancellation notice				
i. Certificate or other evidence				
j. Other: _____				
2. Workers' Compensation				
a. Is it required?				
b. Contractor's employee / borrowed servants				
c. Waiver of subrogation				
d. Federal acts				
e. All states and employer's stop gap				
f. Cancellation notice				
g. Certificate or other evidence				
h. Other: _____				
3. Property Insurance				
a. Is it required?				
b. Valuation method required	<input type="checkbox"/> ACV	<input type="checkbox"/> RV	<input type="checkbox"/> ACV	<input type="checkbox"/> RV
c. Additional named insured / additional insured				
d. Waiver of subrogation				
e. Cancellation notice				
f. Certificate or other evidence				
g. Other: _____				
4. Automobile Liability Insurance				
a. Is it required?				
b. Valuation method required				
c. Additional named insured / additional insured				
d. Waiver of subrogation				
e. Cancellation notice				
f. Certificate or other evidence				
g. Other: _____				