

ENCROACHMENT PERMIT
INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Permittee shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable: **\$1,000,000** per occurrence/**\$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance 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. Workers' Compensation and Employer's Liability: Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Permittee is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of 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 City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this Encroachment Permit may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Permittee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this Encroachment Permit that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Encroachment Permit; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Completed Operations

Permittee shall maintain insurance as required by this contract for a minimum of five years following the completion of this project. In the event the Permittee fails to obtain or maintain completed operations coverage as required by this Encroachment Permit, the City of Livermore at its sole discretion may purchase the coverage required and the cost will be paid by the Permittee. Completed Operations endorsement or coverage shall be at least as broad as Insurance Services Office CG 20 38. Permittee shall require and verify that all subcontractors or other parties hired for this Encroachment Permit purchase and maintain coverage for indemnity and insurance requirements at least as broad of specified in this Encroachment Permit to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this Encroachment Permit. Permittee shall include the following language in their Encroachment Permits with Subcontractors: "Subcontractor agrees to be bound to Permittee and City in the same manner and to the same extent as Permittee is bound to City under the Encroachment Permit. Subcontractor further agrees to include the same requirements and provisions of this Encroachment Permit, including the indemnity and insurance requirements,

with any sub-subcontractor to the extent they apply to the scope of the Sub- subcontractor's work. A copy of the City Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Permittee shall provide proof of such compliance and verification to the City upon request.

Verification of Coverage

Permittee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete

and certified copies of all insurance policies required by this Encroachment Permit.