



INSURANCE REQUIREMENTS FOR THE CITY OF EUREKA

IMPORTANT NOTE

Contractors/Homeowners shall not perform any work, or allow any work to be performed, on behalf of the City or in the City right-of-way, until the insurance documents described below have been accepted by the City. All Contractors/Homeowners sign an agreement with the City, and that agreement includes the requirement to provide additional insured, primary coverage and cancellation endorsements for the work to be performed. Providing insurance documents that are acceptable to the City can take several days, and sometimes weeks or months. This is because the City of Eureka, along with 14 other small, northern California cities, belongs to a self-insured risk management pool, the Redwood Empire Municipal Insurance Fund (REMIF). The pool exists to protect the funds of these cities and to allow those funds, to the greatest extent possible, to be used for City services, and not to pay insurance claims or legal fees unless the City is found to be negligent. As a result, our insurance requirements may be somewhat different than what is generally required of insurers. However, these requirements are set by REMIF, and each city must follow the requirements or risk being expelled from the pool.

Certificates and Endorsements may be faxed to (707)441-4202 or emailed to engineering@ci.eureka.ca.gov

Questions may be addressed to the Engineering Department at (707)441-4194

When you are doing work for the City, originals **must be** sent to: Attn: Engineering, 531 K Street, Eureka, CA 95501-1165

Prior to performing work for the City of Eureka, or receiving an encroachment permit to perform work in the City right-of-way, the Contractor and/or Homeowner, including any and all subcontractors working for the Contractor/Homeowner, shall furnish the following documents to the Engineering Department for approval. Coverage shall be effective throughout the term of the permit.

HOMEOWNERS:

1. A copy of the Homeowners Insurance Policy declarations page, showing coverage is currently in effect, and will remain in effect throughout the project period.
2. An additional insured endorsement which includes the following language, *"The City of Eureka, including its officers, officials, employees, and volunteers, are insureds"*.

NOTE: If the agent/broker is unable to name the City as additional insured, the agent/broker shall provide a memo or letter to the Engineering Department so indicating.

CONTRACTORS:

Certificates of Insurance with original, authorized signatures, providing the following minimum insurance coverage(s):

1. **General Liability:** \$2,000,000 Combined Single Limit per occurrence for bodily injury, personal injury, and property damage.
2. **Automobile Liability:** "Any Auto" \$2,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. **Workers' Compensation:** Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance of \$1,000,000 per accident for bodily injury or disease.

All insurance carriers shall be rated A:VII or better and certificates **SHALL** be accompanied by the following endorsements:

A. **LIABILITY INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
"The City of Eureka, including its officers, officials, employees, and volunteers, are insureds".
3. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."
4. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

NOTES:

- a. A CG 20 10 11 85 Form is preferred for the General Liability additional insured Endorsement, but alternative endorsements may be substituted, with approval by the City. The City can now accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01.

FOR ENCROACHMENT PERMITS **ONLY**: A CG 20 12 07 98 will be accepted in lieu of the endorsements noted in a, above.

- b. Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy **DO NOT** satisfy the City's insurance requirements, and **WILL NOT** be accepted.
- c. The City will accept strike out of the words "endeavor to" and everything after, "...certificate holder named to the left," on the Certificate of Insurance in lieu of cancellation language on an endorsement.

B. **AUTOMOBILE INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
"The City of Eureka, including its officers, officials, employees, and volunteers, are insureds".
3. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."
4. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

NOTE:

Within having "Any Auto" coverage we are willing to accept a memo from most brokers that would state "Scheduled Autos, Hired Autos, and Non-Owned Autos" also meet the City's requirements for coverage minimums.

C. **WORKERS' COMPENSATION INSURANCE ENDORSEMENT** containing the following specific components:

1. A waiver of subrogation clause which states the following:
"This insurance company agrees to waive all rights of subrogation against the City of Eureka, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City."
2. The insurance policy number.
3. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

NOTE:

- a. Certificates issued by State Compensation Insurance Fund **must have** State Fund endorsement numbers 2065 and 2570 on them.

Subcontractors performing work within the City Right-of-Way, or for Contractor's working on behalf of the City, shall either be included upon the Contractor's policies as insured's, or shall furnish separate certificates and endorsements to the Engineering Department. All coverage for subcontractors shall be subject to all of the insurance requirements stated previously herein for the Contractor, and shall be effective throughout the term of the permit.

Note: Alternative forms are subject to approval by the City of Eureka.

The City of Eureka reserves the right to require more or less coverage than indicated above, and to reject any language or forms that do not meet the City's requirements. The use of umbrella policies to provide required coverage is permissible, providing the umbrella policies are appropriately endorsed and meet all other requirements.

-INSURANCE FORM SAMPLES FOLLOW-

**CERTIFICATE OF INSURANCE
THE CITY OF EUREKA, CALIFORNIA**

ISSUE DATE (MM/DD/YY)

PRODUCER	<p>THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p>INSURERS AFFORDING COVERAGE: BEST'S RATING</p> <p>INSURER A: _____ _____</p> <p>INSURER B: _____ _____</p> <p>INSURER C: _____ _____</p> <p>INSURER D: _____ _____</p> <p>INSURER E: _____ _____</p>
INSURED	

THIS IS TO CERTIFY THAT 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)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER				EACH OCCURRENCE	\$
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
		MED. EXP. (Any one person)	\$			
		PERSONAL & ADV INJURY	\$			
		GENERAL AGGREGATE	\$			
		PRODUCTS COMP/OP AGG.	\$			
	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 <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		BODILY INJURY (Per person)	\$			
		BODILY INJURY (Per accident)	\$			
		PROPERTY DAMAGE	\$			
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
		AGGREGATE	\$			
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.				WC STATUTORY LIMITS	OTHER \$
		EACH ACCIDENT	\$			
		DISEASE-POLICY LIMIT	\$			
		DISEASE-EACH EMPLOYEE	\$			
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

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

- THE FOLLOWING PROVISIONS APPLY:**
1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
 2. The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
 4. The City is named a loss payee on the property insurance policy listed above, if any.
 5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED THE CITY OF EUREKA 531 K STREET EUREKA, CA 95501-1165	AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____
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POLICY NUMBER: _____ ISSUE DATE: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE State Or Political Subdivision:

The City of Eureka, its officers, elected officials, employees, agents and volunteers are named as additional insured.

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

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. “Bodily injury,” “property damage” or personal and advertising injury” arising out of operations performed for the state or municipality; or
 - b. “Bodily injury” or “property damage” included within the “products-completed operations hazard.”

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

SCHEDULE

NAME OF ORGANIZATION:

CITY OF EUREKA

531 K STREET

EUREKA, CALIFORNIA 95501-1165

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.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by mail has been given to the City.

Signature-Authorized Representative

Address

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF EUREKA, CALIFORNIA		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone _____		POLICY INFORMATION: Insurance Company: _____ Policy No. _____ Policy Period:(from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits	
		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention(check which) of \$ _____	
NAMED INSURED		APPLICABILITY This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE <input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ 2,000,000 per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
<ol style="list-style-type: none"> INSURED. The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall:(a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice has been given to the City. SCOPE OF COVERAGE. This policy affords coverage at least as broad as: <ol style="list-style-type: none"> If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached. 			
ENDORSEMENT HOLDER			
CITY OF EUREKA 531 K STREET EUREKA, CALIFORNIA 95501-1165		AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> Telephone: (_____) _____ Date Signed _____	

