

ADM.21

**INSURANCE AND INDEMNITY REQUIREMENTS
FOR CONTRACTS**



Washington Cities Insurance Authority

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Insurance and Indemnity Requirements for Contracts Sample Contract Language

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INTRODUCTION

The insurance and indemnification manual serves as a guide in developing proper insurance requirements in contracts. These samples illustrate insurance requirements for contracts with contractors, tenants, consultants and users of public property. The certificate of insurance section advises on what to look for in insurance certificates you receive.

Risk Management is more of an art than a science, and therefore, although these samples will provide guidance in most instances to the user, there will also no doubt be exceptions to the requirements contained herein. If the user encounters situations that fall outside of the sample recommendations, please call your Risk Management Representative at the Authority.

Remember that the \$1 million shown on these exhibits is a minimum limit. Higher limits should be required for any activity that has a severe loss potential. To assist in determining proper limits determine how much damage the contractor can cause to person or property if they totally botched their work. Consider the loss exposure and not the value of the contract in determining appropriate liability limits.

One question commonly asked is if we can lower the insurance limits when dealing with small contractors or users of our public property. Unfortunately you should not, as these are the very people or organizations that you want adequate insurance limits from. The smaller contractors do not have the assets needed to indemnify your entity in case of a serious underinsured loss. There are many risk management examples with stories of entities who allow under-insurance because a job being done was small, only to have a large uninsured loss that the entity had to absorb.

October 2005 Changes

There are two changes in this revision of Insurance and Indemnity Requirements for Contracts manual. They are as follows:

1. Exhibit XI, Additional Insured Endorsements, has been modified to include the endorsements issued in 2004 that are used with construction contracts. Please note our requirements have not changed but it may be difficult in some cases to obtain those specified in the manual. See Exhibit XI for a discussion on this.
2. Exhibits I, III, IV, V, VI, VIII, and IX have been modified by the addition of a “no limitation” clause after the first “Insurance” paragraph. This clause clarifies that the insurance limits required do not limit the contractors overall liability to that specified amount.

EXHIBIT I

INSURANCE & INDEMNITY REQUIREMENTS FOR CONSTRUCTION AND SERVICE CONTRACTS

Includes construction and remodeling, janitorial service, tree maintenance, road maintenance, painting, electrical work, plumbing, movers, and on site maintenance agreements.

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General

EXHIBIT I (Continued)

Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor 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 same insurance requirements as stated herein for the Contractor.

EXHIBIT II

SPECIAL PROVISIONS FOR CONSTRUCTION AND SERVICE CONTRACTS

These additional special provisions should also be used in conjunction with Exhibit III Insurance and Indemnity Requirements for Construction Projects.

Railroad Easements

Generally, the easement agreement between a railroad and a project owner will require the owner to furnish protective liability insurance on behalf of the railroad. The project owner may pass this responsibility on to the contractor.

Contractor shall maintain Railroad Protective Liability insurance on behalf of _____ Railroad, as named insured, with minimum limits of \$2,000,000 per occurrence and \$6,000,000 aggregate, or with such limits as the railroad shall require. The original Railroad Protective Insurance policy shall be furnished the railroad and a copy furnished the City prior to any construction or entry upon the railroad easement premises by the Contractor.

Environmental Risks

Including asbestos, hazardous chemicals or waste and nuclear hazards.

Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. The Pollution Legal Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Coverage may be written on a claims-made basis.

Hazardous Waste Hauling

Add the following provision to Automobile Liability Minimum Scope of Insurance.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

Aircraft, Airports, Watercraft and Marina Contracts

Please contact WCIA for specific insurance contract assistance.

EXHIBIT III

INSURANCE & INDEMNITY REQUIREMENTS FOR CONSTRUCTION PROJECTS

Includes new construction of buildings, facilities, and structures and including but not limited to wastewater treatment plants, lift stations, water treatment plants, dams, piers, bridges, towers, reservoirs, and major sewer projects. For those in WCIA Property Program also include additions or modifications to existing scheduled locations if project exceeds \$10,000,000.

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability

EXHIBIT III (Continued)

insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

EXHIBIT III (Continued)

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance For Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

H. Subcontractors

Contractor 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 same insurance requirements as stated herein for the Contractor.

EXHIBIT IV

INSURANCE & INDEMNITY REQUIREMENTS FOR SUPPLIERS

Includes vendors who supply equipment or other products to your Entity and who do not perform other functions, such as installation or maintenance.

Indemnification / Hold Harmless

The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Insurance

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Vendor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

EXHIBIT IV (Continued)

2. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

EXHIBIT V

INSURANCE & INDEMNITY REQUIREMENTS FOR STANDARD LEASES

Includes standard conventional leases.

Indemnification / Hold Harmless

Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Insurance

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

No Limitation. Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Lessee shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

EXHIBIT V (Continued)

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Lessee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
2. The Lessee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

F. Waiver of Subrogation

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

G. City's Property Insurance

City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.

EXHIBIT VI

INSURANCE & INDEMNITY REQUIREMENTS FOR FACILITY USE AGREEMENTS

For rental or use of facilities such as community centers, senior centers, sport fields or swimming pools.

Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Insurance

The User shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises.

No Limitation. User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

User shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on User's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

EXHIBIT VII

SPECIAL PROVISIONS FOR FACILITY USE AGREEMENTS

Additional insurance requirements should be added to the Facility Use Agreements for the following:

Alcohol

Available for consumption on premises, whether sold or not.

User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events

General Liability insurance shall include coverage for participant liability with limits of not less than \$1 million per occurrence.

EXHIBIT VIII

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

Includes consultants, architects, engineers, accountants, and other professional services.

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

EXHIBIT VIII (Continued)

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

EXHIBIT IX

INSURANCE & INDEMNITY REQUIREMENTS FOR RIGHT OF WAY PERMITS

Insurance requirements to be used in connection with the issuing of permits in the right of way.

Indemnification / Hold Harmless

Include in permit application

The Applicant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.

Insurance

The Applicant shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Applicant's behalf with the issuance of this Permit.

No Limitation. Applicant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Applicant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Applicant shall obtain insurance of the type described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Applicant's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing equivalent coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. Minimum Amounts of Insurance

Applicant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

EXHIBIT IX (Continued)

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Applicant's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it.
2. The Applicant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Applicant shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Applicant before issuance of the Permit.

EXHIBIT X

INSURANCE CERTIFICATE GUIDELINES

Certificates of insurance are received from various sources including tenants, contractors, vendors, consultants and users of your facilities. A certificate of insurance provides evidence of the insured's insurance in place. In addition to reviewing certificates a system must be developed to monitor when coverage on certificates is about to expire and new certificates are needed.

Why are certificates needed?

Certificates of insurance are needed to provide proof that the other party meets the insurance that you require through contract, agreement or part of a permit requirement.

Who should provide the certificate?

The other party's insurance agent, broker, risk management department or insurance company representative should provide the certificate to you.

Are all insurance certificates provided on the same type of insurance certificate form?

No, insurance certificates may be received on various forms. The Acord Corporation does provide a standard form that is used quite extensively by many insurance agents and brokers. The Acord form is revised from time to time to reflect changes in insurance industry coverage and limits. Different certificates may also be provided for evidence of property and liability insurance.

Are insurance certificates sufficient to provide proof of additional insured status?

Unfortunately not, that is why WCIA recommends a copy of the additional insured endorsement where additional insured status is required to be provided by the other party. Insurance certificates cannot legally amend or change an insurance policy as. The following disclaimer is used on most insurance certificates:

“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:”

This statement basically says that the insured has purchased the insurance stated on the Certificate. The Certificate Holder has no legal right to be covered by the insurance in place.

EXHIBIT X (Continued)

Liability Certificate Guidelines

The following guidelines may be used to assist you in reviewing insurance certificates. Refer to the sample Certificate at the end of this section as a numbered guide. Additional definitions of insurance terminology are provided in the Glossary at the end of the manual.

1. **Producer:** The Producer is the insurance agent or broker for the insured.
2. **Insured:** The person or organization protected by the insurance policies listed on the insurance certificate.
3. **Companies Affording Coverage:** Identifies the insurance companies (See 3a).
4. **General Liability:** Insurance protecting the person or organization from liability exposures. *Make sure Commercial General Liability and Occurrence (Occur) boxes are checked.*
5. **Policy Number:** *The Policy number should be listed to assist in verifying coverage and accessing the coverage if a claim arises.*
6. **Policy Effective Date:** The date the policy begins.
7. **Policy Expiration Date:** The date the policy ends. *It is important that performance of the contract be completed before the expiration of the policy. If not an additional insurance certificate will be needed.*
8. **Limits:** The amount of insurance coverage the insured has purchased.

General Aggregate is the most the insurance policy will pay during the policy period regardless of the number of claims.

Products-Completed Operations Aggregate is the most the insurance policy will pay for liability arising out of the Products-Completed Operations exposure. Completed operations is work by the insured that has been completed as called for in a contract; or work completed at a single job site under a contract involving multiple job sites; or work that has been put to its intended use.

Personal & Advertising Injury Provides coverage for personal injury (not bodily injury) including slander, libel, false arrest, malicious prosecution, invasion of privacy and advertising liability for exposure of any advertising activities.

Each Occurrence is the most the insurance policy will pay for one occurrence.

EXHIBIT X (Continued)

Fire Damage is the most the liability policy will pay for a fire that you are responsible for in premises you lease or that are in your care, custody or control.

Medical Expenses (Any one person) is no fault medical expense insurance provided to other parties injured on your premises.

It is important the limits are typed on the certificate in amounts at least as large as those required in your insurance specifications.

9. **Automobile Liability:** This coverage insures against liability claims arising out of the use of a covered auto. *The box "Any Auto" should be checked.*

10. **Limits:** The amount of insurance coverage the insured has purchased.

Combined Single Limit is the most the insurance policy will pay for bodily injury and property damage combined for each accident.

Bodily Injury (Per person) is the most the insurance policy would pay for bodily injury to one person from one accident.

Bodily Injury (Per accident) is the most the insurance policy would pay for bodily injury from each accident, regardless on the number of person injured.

Property Damage is the most the policy would pay for third property damage resulting from one accident.

If Combined Single Limit is used Bodily Injury (Per person), Bodily Injury (Per accident) and Property Damage limits will not be needed to be filled in on certificate.

11. **Excess Liability:** Provides liability coverage on top of the primary general liability policy and may provide excess limits over Automobile Liability.

If Number 4 and 9 above do not meet your required limits make sure "Umbrella Form" is checked and verify which underlying policies the umbrella is providing excess coverage for. General Liability and Automobile Liability (primary) limits then may be satisfied by a combination primary and Umbrella/Excess insurance.

12. **Limits:** The amount of insurance coverage the insured has purchased.

Each Occurrence: is the most the insurance policy will pay for one occurrence.

EXHIBIT X (Continued)

Aggregate: The total amount the excess insurance policy will pay during the policy period regardless of the number of claims.

13. **Workers' Compensation and Employers' Liability:** *Information not required on insurance certificate. Please separately request Washington Labor & Industries Number to verify coverage.*
14. **Other:** *May be used to evidence other insurance coverage such as professional liability.*
15. **Description of Operations/Locations/Vehicles/Special Items:** This section can refer to a specific job site or contract number. *Additional insured status frequently typed in here but not sufficient unless you also receive a copy of the additional insured endorsement.*
16. **Certificate Holder:** Person or Organization that the certificate is issued to.
17. **Cancellation:** The amount of written notice that the insurance companies will endeavor to provide the certificate holder in the event the insurance policies are cancelled. *WCIA recommends a 30 days written notice of cancellation requirement. Some recommend that the "will endeavor to" wording is stricken in the cancellation wording. The verdict is not out if striking these words will work any better as only a insurance policy endorsement can create a notice obligation on the insurer.*
18. **Authorized Representative:** The insurance agent, broker or insurance company representative who is authorized to sign the Certificate.

Property Insurance Certificates

A property insurance certificate is needed when another party has been made responsible for providing insurance on property you own or for which you are responsible. Landlords may also contractually require tenants to carry property insurance.

A property insurance certificate should show:

- **Property Covered** - An appropriate description of all property for which insurance is required.
- **Limits** – The appropriate amounts of coverage for the property.
- **Coverage** – The type of coverage such as all risk.
- **Interests** – The Certificate should indicate the nature of your interest, i. e. owner, lender or landlord in the insured property.
- **Loss Payee** – If you are named as a Loss Payee the certificate should state so clearly. A Loss Payee is reimbursed for a loss to property directly by the insurance carrier for damage to your property or property you have an interest in. *This may be more desirable than another party getting paid for damage expenses to your building in the event of a loss.*

| ACORD CERTIFICATE OF LIABILITY INSURANCE | | | | DATE (MM/DD/YY) | |
|---|---|--|--|-----------------------------------|---|
| PRODUCER Breenahan Insurance Agency, Inc. ① PO Box 1188 One Court Plaza Holyoke, MA 01041-118 | | | 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. | | |
| INSURED Wallace Tree Service ② PO Box 186 Hampden, MA 01036 | | | COMPANIES AFFORDING COVERAGE | | |
| | | | COMPANY A Penn-America Inn, Co. ③ | | |
| | | | COMPANY B Savers Property & Casualty | | |
| | | | COMPANY C Travelers Inc. | | |
| | | | COMPANY D | | |
| COVERAGES 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
| A | GENERAL LIABILITY ④ <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | Renewal of ⑤ PAC 6148397 | 03/01/05 | 03/01/06 | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 |
| | AUTOMOBILE LIABILITY ⑨ <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | 810-645H1265-TIA-01 | 03/01/05 | 03/01/06 | COMBINED SINGLE LIMIT \$ 10 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE \$ 100,000 AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$ 12 |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ |
| | EXCESS LIABILITY ⑪ <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE \$ AGGREGATE \$ 12 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ⑬ <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL | AR0000901 | 03/01/05 | 03/01/06 | WC STATU- TORY LIMITS IOTH- ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000 |
| | OTHER ⑭ | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS City of Destiny is named as an additional Insured per attached endorsement for project #5421. ⑮ | | | | | |
| CERTIFICATE HOLDER City of Destiny ⑯ 101 Main Street Destiny, WA 98059 | | | CANCELLATION ⑰ SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. | | |
| | | | AUTHORIZED REPRESENTATIVE P.B. Breenahan <i>Paul Breenahan</i> ⑱ | | |
| ACORD 25-S (1/95) © ACORD CORPORATION 1988 | | | | | |

EXHIBIT XI

ADDITIONAL INSURED AND AGGREGATE LIMIT ENDORSEMENTS

On the following pages are several of the additional insured and aggregate limit insurance endorsements that WCIA members may receive copies of. We recommend that copies of the additional insured endorsement be obtained along with the insurance certificate.

Unfortunately all additional insured endorsements are not created equal and some may not be proper for all applications. There have been many changes to the endorsements through the years. These endorsements can be very confusing and technical. Compounding the complexity, not all insurance carriers will use all the endorsements. WCIA member entities may not be able to always obtain the additional insured endorsements with the broadest coverage or that are recommended in this manual. These are not all the endorsements that are used but some of the more popular ones. Some insurance companies may not use standard additional insured endorsements but use custom or manuscript endorsements.

CG 20 26 07 04 covers the additional insured with respect to liability arising out of “your ongoing operations” for that insured. The older and better endorsement CG 20 10 11 85 covers the additional insured with respect to liability arising out of “your work” for that insured. This means the additional insured may also be covered for claims that arise because of the contractor’s negligence after the contractor is done with the work. This is referred to as “completed operations” coverage. Unfortunately the CG 20 10 11 85 is not available from many of the insurance companies. Some insurance companies are also unable to provide additional insured status for completed operations at all. Remember if the endorsement excludes completed operations it will likely contain the phrase “ongoing operations”. WCIA recommends requiring CG 20 10 10 01 together with CG 20 37 10 01 to provide coverage similar to that of the CG 20 10 11 85 form.

Starting in 2004, many additional insured endorsements were issued to take away coverage for the sole negligence of the additional insured. It amended the language in the endorsement to replace “arising out of” with “caused, in whole or in part, by” the named insured’s acts or omissions or the acts or omissions of those acting on behalf of the named insured. Courts have interpreted the “arising out of” language to include coverage for the additional insured’s sole negligence. Having amended the language to “caused, in whole or in part” stipulates that the endorsement responds only in the event of injury or damage for which the named insured and additional insured share the responsibility.

When looking at these endorsements it is important to weigh the need for “completed operations” and “sole negligence” coverage for the additional insured.

EXHIBIT XI (Continued)

A separate table is listed below comparing the various construction and service related additional insured endorsements. If you have any questions regarding these endorsements please contact the staff at WCIA. In addition to the construction endorsements in the table sample endorsements are provided for other for specific requirements in the manual.

| Form# (last 4 digits month and year form issued) | Form Name | Includes Completed Operations | Includes Sole Negligence Coverage | Comments |
|---|---|---|--|---|
| CG 20 10 11 85 | Owners, Lessees, or Contractors (Form B) | Yes | Yes | The best, hard to get |
| CG 20 10 10 01 | Owners, Lessees, or Contractors Scheduled | No, use with CG 20 37 10 01 | Yes | WCIA Recommended |
| CG 20 37 10 01 | Owners, Lessees or Contractors-Completed Operations | Yes, use with CG 20 10 10 01 | Yes | WCIA Recommended |
| CG 20 10 10 93 | Owners, Lessees, or Contractors (Form B) | No | Yes | |
| CG 20 10 03 97 | Owners, Lessees, or Contractors Scheduled | No | Yes | |
| CG 20 10 07 04 | Owners, Lessees or Contractors – Scheduled Person or Organization | No | No | Designated Additional Insured and scheduled covered operations |
| CG 20 26 07 04 | Additional Insured – Designated Person or Organization | No | No | Designated Additional Insured |
| CG 20 37 07 04 | Owners, Lessees or Contractors – Completed Operations | Yes, Use with CG 20 10 (1993 or later) | No | Limited to scheduled completed operation |
| CG 20 33 07 04 | Owners, Lessees or Contractors – Automatic Status in Construction Agreement | No | No | Only provides an additional insured with coverage during the project. |
| CG 25 03 11 85 | Aggregate Limits of Insurance (Per Project) | N/A | N/A | WCIA Recommended |

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.

CG 20 10 11 85 Owners, Lessees, or Contractors SAMPLE (completed operations may not be available)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

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 ongoing operations performed for that insured.

C 20 10 10 93 SAMPLE No Completed Operations

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

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 ongoing operations performed for that insured.

CG 20 10 03 97 Owners, Lessees, or Contractors SAMPLE No Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| <p>Name of Person or Organization:</p> |
|---|

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

- A. Section II – Who Is An Insured** 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 ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions**
This insurance does not apply to “bodily injury” or “property damage” occurring after:
 - (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2)** That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01 SAMPLE No completed operations may use with CG 20 37 10 01 to add completed operations for a designated location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name of Person or Organization: |
| Location And Description of Completed Operations: |
| Additional Premium: |

(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 the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the Schedule of this endorsement performed for that insured and included in the “products-completed operations hazard.”

CG 20 37 10 01 SAMPLE completed operations at a designated location. Use with CG 20 10 10 01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|--|
| | |
| Information required to complete this Schedule. if not shown above. will be shown in the Declarations. | |

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions of those acting on your behalf;
 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on their project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04 - Owners, lesser, or contractor SAMPLE No completed operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**CG 20 26 07 04 – Additional Insured Designated Person or Organization
SAMPLE No completed operations**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|---|
| | |
| Information required to complete this Schedule, if not shown above, will be in the Declarations. | |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designed and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

CG 20 37 07 04 – Completed Operations Only SAMPLE Do not use alone.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. “Bodily injury” or “property damage” occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 33 07 04 – Owners, Lessees or Contractors Sample No Completed operations, Ends when operation is complete

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:

(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 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 your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a) "Bodily Injury", "property damage", "personal injury" or "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".

CG 20 12 11 85 State or Political Subdivisions – Permits SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS, COMPLETED OPERATIONS, LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization (Vendor)

Your Products:

(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 any person or organization (referred to below as “vendor) shown in the schedule but only with respect to “bodily injury” or “property damage” arising out of “your products” shown in the Schedule which are distributed or sold in the regular course of the vendor’s business, subject to the following additions-revisions:

1. The insurance afforded the vendor does not apply to:
 - a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and the repackaging in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the products;
 - g) Products which, after distribution, or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS
OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises, (Part Leased to You);
2. Name of Person or Organization (Additional Insured);
3. Additional Premium;

(If no entry appears above, the 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 the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 10 11 01 96 Managers or Lessors of Premises SAMPLE

COMMERCIAL LIABILITY
CGL ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modified insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

CG 25 03 11 85 Aggregate Limits of Insurance (Per Project) SAMPLE

GLOSSARY

A. Insurance Certificate

Certificates of Insurance are commonly issued by insurance agents on behalf of their clients to indicate to other interested parties the nature and amounts of insurance purchased by the client. Although not legally binding on the insurer, this form of insurance documentation has the virtue of convenience to all parties, as a one-page certificate can be issued quickly and is simple to read. The ACORD certificate form was developed by the insurance industry in an attempt to standardize and simplify this type of insurance documentation.

B. Aggregate Limit

An aggregate limit is a cumulative limit that applies to all claims within a given period of time, such as within one year, or within the policy term. For example, if a policy has an occurrence limit of \$1 million and an aggregate limit of \$1 million, the policy could be exhausted by a sequence of losses totaling \$1 million, or by one big loss of that amount.

C. Best Rating

A rating system that indicates the operating condition of the insurance companies published annually by the A. M. Best Company.

D. Builders Risk

Special form of property insurance designed for the needs of construction projects, during the course of construction. This coverage should include damage to materials in transit or stored off-site.

E. Claims-Made

A term describing an insurance policy that covers claims reported or filed during the year the policy is in force for any incidents that occur that year or during any previous period during which the insured was covered under a “claims-made” contract.

F. Completed Operations

Liability insurance coverage that provides coverage for bodily injury and property damage arising out of the operations which have been completed or abandoned.

G. Contractual Liability

This coverage provides protection for liability assumed by the insured in a contract or agreement. Contractual liability insurance is typically included in the Commercial General Liability coverage or it can be written as a separate coverage.

GLOSSARY (Continued)

H. Indemnity Agreement

An indemnity or hold harmless agreement is a contractual arrangement under which legal liability of one party for damages is assumed by the other party to the contract.

I. Occurrence-Based Coverage

Covers accidents or events that happen during the policy term even if the claim or suit is months or years later.

J. Products and Completed Operations Liability

This coverage insures liability for bodily injury or property damage resulting from:

1. A product which is sold, handled or distributed by a supplier, or
2. Faulty work completed by a contractor.

The city should require products and completed operations liability coverage from all contractors and suppliers of hazardous products, such as guns and ammunition. The city should check to be sure that this coverage is included in the contractor's Commercial General Liability coverage.

K. Professional Liability

Protects the professional against liability for damages and legal defense based upon alleged or real professional errors and omissions or mistakes. Also called errors and omissions coverage and in the case of doctors medical malpractice insurance.

L. Property Insurance

This type of insurance protects against financial loss resulting from destruction of property by insured perils such as fire. This is a different type of coverage than property damage liability insurance, which covers the insured's legal liability for damage to others' property.

M. Waiver of Subrogation

When an insurer pays a loss to its insured, and another party's negligence caused the loss, the insurer usually reserves the right to collect from the negligent party the amount it has paid on the loss. This right is called the right of subrogation. When your insurer pays you for damage to your car, then collects from the other party that caused the accident, your insurer is exercising its right of subrogation.

When two parties enter into a contractual agreement, they usually attempt to agree between them as to which party's insurance will cover each type of loss. This agreement may be defeated if the insurer can pay the loss, then collect from the party that intended to transfer the loss through the contract. To prevent this unintended result, contracts will sometimes contain a "waiver of subrogation" provision through which the insurer's right to subrogate will be waived.