INSURANCE REQUIREMENTS FOR PERMITS

- 1. Permittee shall obtain and maintain during the performance of any activities under this Permit the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of activities hereunder by Permittee, its agents, representatives, employees or subpermittees.
- a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
- 2. Permittee shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-L. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. ____
300 West Third Street, Suite 302
Oxnard, California 93030

- 3. Permittee agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
- 4. Permittee agrees that the Commercial General Liability Insurance policy shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of permittee; products and completed operations of permittee; premises owned, occupied or used by permittee; or automobiles owned, leased, hired or borrowed by permittee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form attached to this Exhibit INS-L or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).
- 5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The 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.
- 6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed. Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.

Endorsement Forms

Original endorsement is required for commercial general liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-L.doc

ACORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)											
PRODUCER			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.								
CODE SUB-CODE			COMPANIES AFFORDING INSURANCE COVERAGE								
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE								
			COMPANY LETTER B								
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		EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS	S					
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one perso	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$					
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS HON-OWNED AUTOS GARAGE LIABILITY	SA	MF	PLE	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$ \$					
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$					
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$					
A OTHER											
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. 300 W. Third Street, Suite 302 Oxnard CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED 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								

GENERAL LIABILITY SP	FCIAL END	SEMEN	IT	SUBMIT IN DUPLICATE				
FOR THE CITY OF OXNARD	, O I V	OLIVILIA		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)			
PRODUCER			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) LOSS ADJUSTMENT EXPENSE Included in Limits					
Telephone:		·	□ Deductible □ Self-Insured Retention (check which) of \$					
NAMED INSURED			with an Aggregate of \$applies to coverage. □ Per Occurrence □ Per Claim (which)					
TYPE OF INSURANCE			□ in which case	LITY This insurance pertains under all written agreements a e only the following specific agre	s to the operations, prod nd permits in force with the perments and permits with	fucts and/or tenancy of the ne City unless checked here the City are covered:		
GENERAL LIABILITY			OTHER PROVICIONS					
COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE LIABILITY LIMITS IN THO		IN THO	USANDS \$	OTHER PROVISIONS				
COVERAGES	EACH OCCURRENCE	AC	GGREGATE					
□ GENERAL □ PRODUCTS/COMPLETED OPERATIONS □ PERSONAL & ADVERTISING INJURY □ FIRE DAMAGE		_		Underwriter's representative CLAIMS: Name: Address: Telephone: ()	for claims pursuant to this	s insurance.		
In consideration of the premium charged and notwithsta								
thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operation products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, ager employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurar maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the compan limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after the (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If except as stated above nothing herein shall be held to waive, alter or extend any of the limits								
ENDORSEMENT HOLDER		 +						
CITY OF OXNARD Attn: Risk Manager Reference No 300 W. Third Street, Suite 302 Oxnard, CA 93030			AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter (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 (original signature required)					
			Telephone: ()	Date Signed _			

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