

## Purchasing & Contracting Insurance Checklist

This checklist is for reference only. It does not reflect all insurance requirements. Actual contractual requirements may vary.

Certificate of Insurance	
	1. The full name of the party to the contract must be listed as the insured.
	2. All Policies must be current.
	3. All coverage limits required in the contract must be reflected on the Certificate of Insurance:
	A. Commercial General Liability with a current policy term and limits as stated in the General Contract Terms and Provisions of the contract. The City's minimum limits are \$1 million per Occurrence and \$2 million General Aggregate. However, be sure to confirm that coverage limits reflected follow the contract requirements.
	I. For Commercial General Liability, the occurrence box must be (X) marked.
	B. Automobile Liability with a current policy term and limit of \$1 million Combined Single Limit. Coverage must reflect what is stated in the General Terms and Provisions of your contract.
	C. Workers Compensation with a current policy term and limits of \$1 million. Coverage must reflect what is stated in the General Terms and Provisions of your contract.
	I. For Workers Compensation, the subrogation box must be (X) marked.
	D. Professional Liability (Errors & Omissions) for Consultant contracts, Certificate of Insurance appropriate for Contractor's profession with a minimum limit of \$1 million per Occurrence or claim and \$2 million Aggregate.
	4. The bottom part of the Acord Certificate of Insurance must have an Authorized Representative's signature.
	5. Certificate Holder must be: City of San Diego and the corresponding department, or just the City of San Diego.

Endorsements are modifications to the policy. You must ensure you have the required coverage either through an actual endorsement (separate from the Certificate of Insurance) or the page on the policy that provides said coverage.

## Purchasing & Contracting Insurance Checklist

### Endorsements for Commercial General Liability

	1. All Endorsements must have the policy number(s) printed on them.
	2. All endorsements are to cover The City, its officers, officials, employees, and volunteers as additional insureds on the CGL policy.
	3. Additional Insured Coverage can be provided in the form of the following:
	A. ISO Form CG 20 10 11 85 or if not available;
	B. The addition of <u>both</u> CG 20 10, CG 20 26, CG 20 33, or CG 20 28; <u>and</u> CG 20 37.
	C. A Blanket Additional Insured Endorsement is acceptable.
	D. The page in the policy that provides Additional Insured coverage when required by contract.
	4. Primary Coverage can be provided in the following form Endorsements:
	A. At least as broad as ISO CG 20 01 04 13 or coverage at least as broad.
	B. The page in the policy that provides Primary & Non-Contributory coverage when required by contract.

### Endorsements for Workers Compensation

	1. All Endorsements must have the policy number(s) printed on them.
	2. The following endorsement is required:
	A. Waiver of Subrogation Endorsement. Endorsement must be applicable in the state of California.

### Acceptability of Insurers

	1. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VI.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: PRIMARY CONTACT AT PRODUCER OR AGENCY
FULL NAME OF THE PRODUCER OR AGENCY	PHONE (A/C, No, Ext): PROVIDE TELEPHONE NO. FAX (A/C, No):
MAILING ADDRESS OF THE PRODUCER	E-MAIL ADDRESS: PROVIDE EMAIL ADDRESS
CITY / STATE / ZIP CODE	INSURER(S) AFFORDING COVERAGE
	INSURER A: INSURER'S FULL LEGAL COMPANY NAME NAIC #
	ID CODE
INSURED	INSURER B:
NAME OF CONTRACTOR	INSURER C:
MAILING ADDRESS OF CONTRACTOR	INSURER D:
	INSURER E:
CITY / STATE / ZIP CODE	INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CGL POLICY NUMBER	12/01/16	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			AUTO POLICY NUMBER	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC POLICY NUMBER	12/01/2016	12/01/2017	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SAN DIEGO  
PURCHASING & CONTRACTING  
1200 THIRD AVENUE, SUITE 200  
SAN DIEGO, CA 92101-4195

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
MUST BE SIGNED

**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:**

The City, its officers, officials, employees, and volunteers

(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.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
The City, its officers, officials, employees, and volunteers	All 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, or
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 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
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.

**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
The City, its officers, officials, employees, and volunteers	All Operations
Information required to complete this Schedule, 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY - AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT

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 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 in part, by your acts or omissions, or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for the additional insured; or
  2. In connection with premises owned by or rented to you.
- But only for:
1. The limits of insurance specified in such written contract or agreement, but in no event for limits of insurance in excess of the applicable limits of insurance of this policy; and
  2. "Occurrences" or coverages not otherwise excluded in the policy to which this endorsement applies.
- B. Status as an additional insured for the person or organization to which this endorsement applies:**
1. Commences during the policy period and after such written contract or agreement has been executed; and
  2. Ends when:
    - a. Your ongoing operations for that additional insured are completed;
    - b. The contractor's contract or agreement is terminated;
    - c. The lease of premises expires; or
    - d. Your policy cancels or expires,
 whichever occurs first.
- C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**
- If required in a written contract, your policy is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured, or in connection with premises owned by or rented to you.
- D. With respect to the insurance afforded to the additional insured, the following exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work on this project, including materials, parts, or equipment furnished in connection with such work (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 another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



INCLUDE POLICY NUMBER

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE  
&  
BLANKET WAIVER OF SUBROGATION  
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESS LIABILITY COVERAGE FORM  
BUSINESS ACCOUNT PACKAGE POLICY – COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C)** of the Business Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **DEFINITIONS – "Insured Contract" (Section F.8)** within the Business Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional 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 by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
  5. This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:
    - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. GENERAL CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2)** of the Business Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2 & 3)** of the Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional

insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section J.2)** of the Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be -- % of the California workers' compensation premium otherwise due on such remuneration.

### SCHEDULE

#### PERSON OR ORGANIZATION

#### JOB DESCRIPTION

CITY OF SAN DIEGO, ITS RESPECTIVE  
ELECTED OFFICIALS, OFFICERS, EMPLOYEES,  
AGENTS, AND REPRESENTATIVES

ALL OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **INCLUDE DATE** Policy No. **INCLUDE POLICY NUMBER**

Endorsement No. **00**

Insured **CONTRACTOR'S NAME**

Premium \$ ---.---

Insurance Company **INCLUDE INSURANCE COMPANY**

Countersigned By **INCLUDE SIGNATURE**

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