

APPLICATION FOR QUALIFIED CONTRACTOR'S LIST PER PUBLIC CONTRACTS CODE § 22032

Full Name						Date	
Address							
Phone Number	()		Fax N	umber	()	
Email			@				
Name of Busines	s						
Address (if different from ab	ove)						
Phone Number ()		Fax N	umber	()	
Email	@						
State of California Contractor's License Number						ation Date	
Classifications							
Insurance Provider (agent)							

The City of Ukiah requires that contractor(s) shall procure and maintain for the <u>duration of any</u> <u>contract</u> with the City of Ukiah insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work required.

Insurance forms and specific requirements are attached for your reference; please check with your agent to ensure your policy meets our requirements. <u>These documents are not required until the contract is approved.</u>

Mail, Fax, or Email completed form to: CITY OF UKIAH

Attn: City Clerk

300 Seminary Avenue Ukiah, CA 95482 FAX: 707-463-6204 jcurrie@cityofukiah.com



INSURANCE REQUIREMENTS FOR CONTRACTORS (with Construction Risks)

Contractor shall procure and maintain for the <u>duration of the contract</u> insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. Course of Construction insurance covering for "all risks" of loss.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000* per occurrence for bodily injury, personal injury and property damage <u>including operations</u>, <u>products and completed operations</u>. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000* per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

*Dependent upon project scope, a higher or additional coverage may be required.

III. <u>Deductibles and Self-Insured Retentions</u>

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

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

A. The City, its officers, officials, employees, and volunteers are to be covered as ADDITIONAL INSURED with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

- B. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on as workers' compensation policy.
- C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- E. **Note:** (This protects the Contractor) –Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
- F. Course of construction policies shall contain the following provisions:
 - 1) The City shall be named as **loss payee**.
 - 2) The insurer shall waive all rights of subrogation against the City.

VI. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of <u>no less than</u> A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VII. <u>Verification of Coverage</u>

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City <u>before</u> work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VIII. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact: Risk Manager

707) 463-6287 FAX (707) 463-6204

Revised: 11/20/08