

CITY OF WESTMINSTER

INSURANCE REQUIREMENTS FOR CONTRACTORS WORKING ON MINOR RESIDENTIAL PROJECTS WITHIN PUBLIC RIGHT-OF-WAY

- A. Minor residential project: Construction of no more than two driveway approaches and sidewalk on one single lot.
- B. Contractor shall at all times during the term of the permit carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, and approved by City, the following minimum scope of insurance coverage:
- (1) Commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by Contractor. If such insurance contains a general aggregate limit, it shall apply separately to the permit or shall be twice the required occurrence limit;
 - (2) Business Automobile Liability Insurance, with minimum combined single limit coverage of \$1,000,000 per accident for bodily injury and property damage, covering owned, hired and non-owned automobiles;
 - (3) Workers' Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident.
- C. Any deductible or self-insured retention must be declared to and approved by the City.
- D. Nothing in this section shall be construed as limiting in any way the Indemnification and Hold Harmless clause contained in the permit, or the extent to which Contractor may be held responsible for payments of damages to persons or property.
- E. All insurance coverages shall be confirmed by execution of endorsements and certificates of insurance. Contractor is required to file the completed policy endorsements and certificates with City on or before the effective date of the permit, and to thereafter maintain current endorsements on file with City. The completed endorsements and certificates of insurance are subject to the approval of City.
- F. The Policies shall contain, or be endorsed to contain, the following:
- 1) The Commercial General Liability and Business Automobile Liability policies shall name the "City, its officers, officials, employees, and volunteers" as an additional named insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
 - 2) Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to state that the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 3) Workers' Compensation and Employers' Liability Insurance. The insurer shall agree to waive all rights of subrogation against City.
 - 4) All insurance policies 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 has been given to the City.