

EXHIBIT A

ENCROACHMENT PERMIT MINIMUM INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.'

Contractors/ Subcontractors:

Note: All Contractors and Subcontractors performing work MUST be listed on the permit and must submit:

- Evidence of insurance (General Liability, Auto Liability, and Workers Compensation with the City of Placentia listed as additional insured, primary and secondary endorsements)
- All insurance policies must be current before work beginning and throughout the duration of project.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage "occurrence" form no less broad than ISO form CG 00 01.
- (b) Insurance Services Office form number CA 001 (Ed. 1/87) covering Automobile Liability Code 1 "any auto".
- (c) Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the City when the City is named as an additional insured pursuant to this Agreement. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the broader

coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever affords greater coverage.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.

4. Other Insurance Provisions

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

- a. The City of Placentia, its officers, employees and volunteers are to be covered as insureds 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.
 - i. Additional Insured Endorsement forms: CG 20 12 or CG 20 26 (preferred over the 2012) PLUS the CG 20 37.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Placentia, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- d. Coverage shall be continued for one (1) year after completion of the work City of Placentia must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Placentia shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- e. The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).

- f. The policy must cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.
- g. 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. A ten (10) day notice is required for cancellation due to non-payment of premium.

5. Worker’s Compensation and Employers’ Liability Coverage

Before commencing work in the City of Placentia, all contractors must provide the City with a copy of one of the following:

- a. Certificate of consent to self-insure issued by the Director of Industrial Relations; or
- b. Certificate of Workers’ Compensation Insurance; or
- c. Certificate of exemption from the Worker’s Compensation Laws.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

6. Acceptability of Insurers

Unless otherwise approved, insurance is to be issued by an issuer with a current A.M. Best Rating of A:VII and be authorized to transact business in the State of California.

7. Required Evidence of Coverage

Contractor shall furnish the City of Placentia with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Placentia before work commences. The City of Placentia reserves the right to require complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

Permit number and address or project number and address shall be clearly stated on all insurance documents.

8. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Endorsements for each subcontractor must name the Contractor and/or City of Placentia as additional insured. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- a. For purposes of Indemnity and Additional Insured Endorsement requirements, work shall be deemed to be performed for the City if the work is performed for or by parties who have been issued a permit by the City.