

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR CONTRACTORS (with Construction Risks)

Contractor shall procure and maintain for the duration of the contract 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.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. 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.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

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.

Other Insurance Provisions

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

1. The City, its officers, officials, employee, 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 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 subsection (b) of Section 2782 of the Civil Code. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects 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 excess of the Contractor's insurance and shall not contribute with it.
3. 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 the City.

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.

Waiver of Subrogation

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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII.

Verification of Coverage

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 or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before 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.

Subcontractors

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

INSURER
POLICY NO:
ENDORSEMENT NO:

ISO FORM CG 20 10 03 97(MODIFIED)
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS 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 ongoing operations performed for that insured.

Modifications to ISO for CG 20 10 03 97

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

Signature-Authorized Representative

Address

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
SPECIAL ENDORSEMENT**

SUBMIT IN DUPLICATE

FOR _____ (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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PRODUCER

Telephone _____

POLICY INFORMATION:

Insurance Company: _____
 Policy No.: _____
 Policy Period: (from) _____ (to) _____

OTHER PROVISIONS

NAMED INSURED

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
 Address: _____
 Telephone: () _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)
 \$ _____ (Disease - Policy Limit)
 \$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- CANCELLATION NOTICE.** This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- WAIVER OF SUBROGATION.** This Insurance Company 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 arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (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 _____

REV. 1/93

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE Included in Limits

In Addition to Limits

Deductible Self-Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:
CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. **SCOPE OF COVERAGE.** This policy affords coverage at least as broad as:
 - (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (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 _____

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

(the "City")

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">COMPANIES</td> <td style="text-align: right;">BEST'S RATING</td> </tr> <tr> <td>COMPANY LETTER A _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER B _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER C _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER D _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER E _____</td> <td>_____</td> </tr> </table>	COMPANIES	BEST'S RATING	COMPANY LETTER A _____	_____	COMPANY LETTER B _____	_____	COMPANY LETTER C _____	_____	COMPANY LETTER D _____	_____	COMPANY LETTER E _____	_____
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COMPANY LETTER C _____	_____												
COMPANY LETTER D _____	_____												
COMPANY LETTER E _____	_____												

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				<table style="width:100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS-COMP/OPS AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADVERTISING INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>MEDICAL EXPENSE (Any one person)</td><td style="text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE	\$	PRODUCTS-COMP/OPS AGGREGATE	\$	PERSONAL & ADVERTISING INJURY	\$	EACH OCCURRENCE	\$	FIRE DAMAGE (Any one fire)	\$	MEDICAL EXPENSE (Any one person)	\$
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				<table style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
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	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				<table style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
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	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<table style="width:100%; border-collapse: collapse;"> <tr><td>STATUTORY</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-EACH EMPLOYEE</td><td style="text-align: right;">\$</td></tr> </table>	STATUTORY	\$	EACH ACCIDENT	\$	DISEASE-POLICY LIMIT	\$	DISEASE-EACH EMPLOYEE	\$				
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	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				<table style="width:100%; border-collapse: collapse;"> <tr><td>AMOUNT OF INSURANCE</td><td style="text-align: right;">\$</td></tr> </table>	AMOUNT OF INSURANCE	\$										
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
2. The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED (CITY)	AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____
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**CONTRACTOR
HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless the City of Lakeport and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City. City of Lakeport shall be interpreted to include CLMSD and the Lakeport Redevelopment Agency.

Name of Contractor

Authorized Signature

Date