



## INDEMNITY AND INSURANCE REQUIREMENTS

The City of Lompoc requires that you furnish and maintain current certificates of insurance for the duration and term of that contract within the scope and limits of the Indemnity and Insurance Requirements listed here. The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

You must 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 and the results of that work by you, your agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Worker's Compensation:** As required by State of California Statutes, and Employer's Liability Insurance (including disease coverage) in an amount **not less than \$1,000,000** per occurrence.

2. **Automobile Liability:** ISO Form CG 00 01 covering any vehicle (Code 1), including those owned, leased or rented (Code 8), or borrowed (Code 9). The limit shall be **not less than \$1,000,000** per occurrence for bodily injury and property damage.

3. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury. The limit amount for their insurance shall be **not less than \$2,000,000** per occurrence.

If a general aggregate limit applies, either the general aggregate limit shall apply separately to their project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

4. **Additional Insured Status:** You must provide evidence the CGL insurance policy names the City, its officers, officials, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of you. Their is to include 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 your insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

5. **Other Insurance Provisions:** The insurance policies described above are to contain, or be endorsed to contain the following provisions:

**Primary Coverage.** For any claims related to their contract, the coverages shall be primary, at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. No other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.

**Notice of Cancellation.** The policies shall not be canceled or materially altered without 30-days' prior written notice to the City.

**Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said contractor may acquire against the City by virtue of the payment of any loss under such insurance. You agree to obtain any endorsement that may be necessary to affect their waiver of subrogation, but their provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the City. The City may require the contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current **A.M. Best's** rating of no less than an **"A" policyholder's rating** and a **"VII" financial rating.**

Please send insurance Certificates to:

City of Lompoc, Purchasing Division 100  
Civic Center Plaza; Lompoc CA 93436  
Fax: (805) 735-7628 or via email to  
[purchasing@ci.lompoc.ca.us](mailto:purchasing@ci.lompoc.ca.us)

For more information, please call (805) 875-8020