INSURANCE REQUIREMENTS

Permittee, at Permittee’s sole cost and expense, shall procure and maintain for the duration of this permit/agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Permittee, his agents, representatives or employees.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as the coverage provided by Insurance Services Office Commercial General Liability coverage “occurrence” form CG 0001 including products and completed operations and X. C. U. (explosion, collapse, underground); and

B. **Minimum Limits of Insurance**

Permittee shall maintain limits no less than $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.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

   a. The City, its officials, employees, agents and Permittee’s are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Permittee; products and completed operations of the Permittee; premises owned, leased or used by the Permittee; or automobiles owned, leased, hired or borrowed by the Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and Permittee’s.

   b. The Permittee’s insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and Permittee’s. Any insurance or self-insurance maintained by the City, its officials, employees, agents or Permittee’s shall be excess of the Permittee’s insurance and shall not contribute with it.
c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or Permitees.

d. Coverage shall state that the Permitee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees and agents.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City’s Risk Manager.

F. Verification of Coverage

Permitee shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Permitee’s insurance company as evidence of the stipulated coverages.
# ACORD Certificate of Liability Insurance

**Client:** 31  
**Date (MM/DD/YYYY):** 1/22/2018

**Producer:**  
**Insured:**  
**Contact Name:**  
**Address:**  
**Telephone:**  
**Fax:**  

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
</table>

**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.**

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<td>ANY AUTO</td>
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<td>OWNER-OPERATED AUTOS</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule may be attached if more space is required):**

Re: All Operations of The Named Insured - The City, its officials, employees, agents and contractors are to be covered are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability and Automobile Liability Insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached, 30 Days Notice of Cancellation.

**Certificate Holder:**

City of San Jose  
Finance Department, Risk Management  
200 E. Santa Clara St., 14th Floor  
San Jose CA 95113-1903 USA

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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ACORD 25 [2014/01]  
#92229028/M2067739  
The ACORD name and logo are registered marks of ACORD.
1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and...
collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;
b. While that part of the written contract is in effect; and
c. Before the end of the policy period.