



City of Turlock
Community Development Block Grant (CDBG)

Public Service Grant Liability Insurance **Requirements and Information** **For Fiscal Year 2020-2021**

Funded agencies will be required to execute a contract with the City of Turlock and provide the required insurance at the time of contract signing. All certificates and endorsements are to be received and approved by the City of Turlock before agreements are fully executed and before work/project commences.

Agencies shall furnish the City with a copy of the policy declaration and endorsement pages(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required. Agencies must provide evidence of insurance, including, but not limited to, general liability, workers' compensation, automobile liability, and other coverage as deemed necessary by the City Attorney, with an indemnification and hold harmless acceptable to the City of Turlock.

This insurance must be maintained by the awarded agency for the term of the program. Failure to obtain the required documents prior to the work beginning shall not waive the agencies obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required at any time.

If coverage lapses it is the responsibility of the organization to provide the City updated coverage and endorsement documentation. This will avoid reimbursement disruption.

Insurance with additional insured to read "City of Turlock. Its elective and appointive boards, officers, agents, employees and volunteers." The City of Turlock's insurance address as "Certificate Holder" would be:

City of Turlock-Housing
156 South Broadway, Suite 140
Turlock, CA 95380

If you have any questions or concerns please contact:

City of Turlock
Housing Program Services Division
156 South Broadway, Suite 140, CA 95380
(209) 668-5610 Main number. Counter hours 12:00 p.m. to 5:00 p.m.
TDD 1(800) 735-2929
www.cityofturlock.ca.us



Excerpt from draft Public Service 2020-2021 Agreement (wording subject to change without notice).

8. INSURANCE: ORGANIZATION shall not commence work under this Agreement until ORGANIZATION has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall ORGANIZATION allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor

shall have been so obtained and approved. ORGANIZATION shall procure and maintain for the duration of this Agreement 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 ORGANIZATION, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to CITY.

(a) General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. ORGANIZATION's general liability policies shall be primary and not seek contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: ORGANIZATION shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). ORGANIZATION shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: ORGANIZATION shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If ORGANIZATION owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Professional Liability Insurance: When applicable, ORGANIZATION shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and ORGANIZATION agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(e) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) ORGANIZATION shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(f) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of ORGANIZATION, including materials, parts or

equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to ORGANIZATION's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and ORGANIZATION's Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, ORGANIZATION's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of ORGANIZATION's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or ORGANIZATION shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) 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 Subdivision (b) of Section 2782 of the Civil Code.

(g) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

(h) Verification of Coverage: ORGANIZATION shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive ORGANIZATION's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(i) Waiver of Subrogation: With the exception of professional liability, ORGANIZATION hereby agrees to waive subrogation which any insurer of ORGANIZATION may acquire from ORGANIZATION by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by ORGANIZATION, its agents, employees, independent contractors and subcontractors. ORGANIZATION agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(j) Subcontractors: ORGANIZATION 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.