State of California - The Resources Agency **DEPARTMENT OF PARKS AND RECREATION** 

# Contract No. Date: CERTIFICATE OF INSURANCE This is to certify that the following described insurance, and endorsements shown, are in force with named insurer for period and limits shown on behalf of following named contractor or permittee (assured): Assured: \_\_\_\_\_ Address: \_\_\_\_ (ZIP CODE) Type of Business: Location Covered: Insurer: Address: Policy Number: Policy Dates: From \_\_\_\_\_\_ To \_\_\_\_\_ Required special endorsement to be added to policy (signature below is certification that the policy does contain this endorsement): 1. The insurer will not cancel or reduce the insured's coverage without 30 days prior written notice to State; and 2. The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.

Type of Insurance

Limits\*

3. The State will not be responsible for any premiums or assessment on the policy.

Upon request, insurer shall furnish State a certified copy of the policy within fifteen days.

**Exposure Applicable to:** 

General Liability Insurance

Builders Risk/Installation Floater

Motor Vehicle Liability Insurance

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

	Insurance as required in de of all California Employers :
**WRITTEN SIGNATURE	DATE
AGENCY OR COMPANY NAME	
UNDER POLICY NO.	

<b>&gt;</b>	
**WRITTEN SIGNATURE	DATE
AGENCY OR COMPANY NAME	
STREET ADDRESS	
CITY AND STATE	(ZIP CODE)
PHONE NO.	

<sup>\*</sup> See instructions on back for minimum limits allowable.

<sup>\*\*</sup> Certificate must be executed by insurance agent, or employee or insurer, authorized to certify existence of described insurance.

#### **DEPARTMENT OF PARKS AND RECREATION**

# **INSURANCE INSTRUCTIONS**

### 1. INSURANCE REQUIREMENTS

- 1.1 General Liability Insurance: Contractor shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractor's limits of liability.
- 1.2 <u>Builders Risk/Installation Floater:</u> During the term of this Contract, Contractor shall maintain in force, at its own expense, Builder's Risk/Installation Floater for an amount equal to the full amount of the Contract improvements, upon the project and all materials or items which is or will become the property of State pursuant to the Contract Documents, including but not limited to, materials and other items at the work site or stored off-site with the consent of State. A copy of any applicable Builder's Risk/Installation Floater will be provided to State, and it shall be the responsibility of Contractor and each Subcontractor to satisfy itself as to the terms of such coverage, and to determine whether or not at its own cost, to carry any supplemental policy of insurance. (Construction Projects Only)
- **1.3** Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.
- **1.4** Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of Work on the Property, including special coverage extensions where applicable.

## 2. INSURANCE POLICIES

Each policy of insurance shall:

- (a) Be in a form acceptable by State.
- (b) Be written by an insurer acceptable to State.
- (c) Be maintained at the Contractor's sole expense.
- (d) Require a minimum of thirty (30) days written notice to State prior to any cancellation, nonrenewal, or modification of insurance coverage.
- (e) Contain an endorsement naming the State of California, its officers, agents, employees, and servants as additionally insured, but only with respect to work performed for the State of California under this contract or permit; at no cost to the State.
- (f) Be in full force for the complete term of the Agreement.
- (g) Be primary, and not in excess, to any insurance carried by State.

### 3. INSURANCE COMPANIES

- 3.1 Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
- **3.2** All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

# 4. CERTIFICATE OF INSURANCE

- 4.1 Concurrent with the execution of the Agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be either in the form of the DPR 169 (Certificate of Insurance), the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.
- **4.2** Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent, Contractor shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

# 5. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- 5,1 Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- 5.2 Contractor shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.
- **5.3** Upon State's request, Contractor shall provide copies of its Workers' Compensation and Employers' Liability Insurance.

#### 6. STATE'S REMEDIES

Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this Agreement immediately, and all payments due or that become due will be withheld, until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.