APPENDIX D

EMWD INSURANCE REQUIREMENTS

APPLICATION FOR SERVICE

INSURANCE REQUIREMENTS
REQUEST TYPE: APPLICATION FOR SERVICE

Please note: These requirements are provided to assist you in obtaining the proper insurance coverage required for the type of request you have applied for. These requirements may differ if you have in the past or will have in the future projects where the scope of your request is different from that which you have currently requested.

Payment for your project will not be accepted unless Certificate of Insurance coverage in accordance with these requirements is presented at the time of payment. These requirements shall remain in full force until all work related to your Application is completed. Failure to maintain these insurance requirements will result in delay of your project until requirements have been satisfied.

Applicant or Applicant's contractor and each of his subcontractors, shall:

obtain all policies of insurance required hereunder, project will not be accepted until all policies of insurance required of the contractor/subcontractor have been obtained;

during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical;

EXPLAINATION take out and maintain the following policies of "occurrence form" type insurance, with coverages acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee;

not cancel, reduce in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits, as evidenced by receipt of a registered letter;

Obtain prior approval from EMWD if the coverage or limits of the policy or the carrier has changed;

Show evidence of renewal of an expiring policy once the insurance has been approved by the District.

EXPLANATION OF CERTIFICATE OF INSURANCE LIMITS AND REQUIREMENTS ARE AS FOLLOWS:

I. COMPANIES AFFORDING COVERAGE:

1. **Companies/Insurers affording coverage must:**
   a. **Be Licensed to transact insurance business in California; and**
   b. ***Rated no less than A-, Class VII (7) by the A.M. Best Company.**
      *Certificate of insurance must clearly disclose the name of the insurance carrier along with that company's NAIC# or A.M. Best #.

   Any insurance carrier, which is strategically affiliated with a parent insurance company or insurance group, must disclose the name of the parent company or group in any certificate of insurance documentation provided to the District.

2. **Non-admitted/Surplus Lines insurance carriers** (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

   a. **Domiciled in the United States; and,**

b. **Listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list (if companies affording coverage are part of Lloyds of London Syndicates then all syndicates must be listed along with their syndicate number); and,**

c. ***Rated no less than A-, Class VII (7) by the A.M. Best Company.**
*Certificate of insurance must clearly disclose the name of the insurance carrier along with that company's NAIC# or A.M. Best #.

3. **Risk Retention Groups and Captive Insurance carries are not acceptable.**

II. REQUIRED LIMIT AMOUNTS:

1. **Commercial Liability Insurance.** The Contractor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

   $1,000,000 Each Occurrence
   $1,000,000 General Aggregate
   $1,000,000 Products-Completed Operations Aggregate

   Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

2. **Automobile Liability Insurance.** The Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

   $1,000,000 Combined Single Limit
   Insurance coverage type must include one of the following;
   a. **"Any Auto"**
   b. **"All Owned Autos" AND "Hired Autos" AND "Non-Owned Autos"**

   If insured does not own any commercial vehicles, coverage for **"Hired Autos" AND "Non-Owned Autos"** is still required.

3. **Excess/Umbrella:** Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

III. EMWD AS ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS:

Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85 or CG 20 10 10/01 with CG 20 37 10/01 to **include Completed-Operations and product beyond the completion date. Ongoing work and/or complete operations and product or arising out of your work.**

Endorsements specifying any wording to the affect that the applicable limits of liability shall not be increased by the inclusion of Additional Insured(s) under policy; or indemnification of the Additional Insured through proportionate indemnity share, are not acceptable .

Endorsements are required to accompany the certificate.

IV. Workers' Compensation Insurance.

The District requires that Contractor cover his employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance.

INSURANCE REQUIREMENTS

Payment for your project will not be accepted unless Certificate of Insurance coverage in accordance with these requirements is presented at the time of payment.

Applicant or Applicant's contractor shall obtain all policies of insurance required hereunder, project will not be accepted until all policies of insurance required of the contractor/subcontractor have been obtained.

Applicant or Applicant's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

Applicant or Applicant's contractor, and each of his subcontractors, shall take out and maintain the following policies of "occurrence form" type insurance, with coverages acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee:

a. **Workers' Compensation Insurance.** The District requires that Contractor cover his employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance.

b. **Commercial Liability Insurance.** The Contractor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

   $1,000,000 Each Occurrence
   $1,000,000 General Aggregate
   $1,000,000 Products-Completed Operations Aggregate

   Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

c. **Automobile Liability Insurance.** The Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

   $1,000,000 Combined Single Limit

Excess/Umbrella: Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

Each such policy of insurance shall:

1. **Be issued by insurance carriers that are:**
   a. **Licensed to transact insurance business in California; and**
   b. **Rated no less than A-, Class VII (7) by the A.M. Best Company.**

   Any insurance carrier, which is strategically affiliated with a parent insurance company or insurance group, must disclose the name of the parent company or group in any certificate of insurance documentation provided to the District.

   Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

   a. **Domiciled in the United States; and,**
   b. **Listed as an approved Insurance carrier on the California Department of Insurance L.E.S.L.I. list; and,**
   c. **Rated no less than A-, Class VII (7) by the A.M. Best Company.**
   d. **Risk Retention Groups and Captive Insurance carries are not acceptable unless they can provide an AM Best rating that meets District's policy"**

   The District reserves the right to disqualify any non-admitted insurer at any time without cause.

2. **Additional Insured:** Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85 pr CG 20 10 10/01 with CG 20 37 10/01 to include Completed-Operations beyond the completion date. Endorsements are required with certificate.

3. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits, as evidenced by receipt of a registered letter.

4. Show evidence of renewal of an expiring policy once the insurance has been approved by the District. Prior approval must be obtained if the coverage or limits of the policy or the carrier has changed.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

SERVICE ORDERS

Sample copy

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor Name
Mailing Address
City, State & Zip Code

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: All Carriers must be rated A- VII or better in current AM Best Rating Guide	Required
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	See Note 1 below			EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
B		AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number required			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION $	See Note 3 below			EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	See Note 2 below			WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Must include Service Order Number & Project Name here:_____

NOTE #1: EMWD named as additional insured per CG2010 (11/85) OR CG2010 (10/01) with CG2037 (10/01).

NOTE #2: Waiver ofSubrogation endorsement to Worker's Compensation in favor of EMWD. Endorsements must be attached.

NOTE #3: Excess/Umbrella liability can be used in connection with primary liability insurance to equal amounts required.

CERTIFICATE HOLDER

EASTERN MUNICIPAL WATER DISTRICT
Attn: New Business
P O Box 8300
Perris, CA 92572-8300

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PART.

SCHEDULE

Name of Person or Organization:

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

WHO IS AN 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 work" for that insured by or for you.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

A. **Section II – Who Is An Insured** 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.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

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

Section II – Who Is An Insured 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 work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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