

**City of Richmond - Insurance Requirements – Type 3:
Contracts with Environmental Risks/Hazardous Waste Materials**

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services that involve environmental risks and/or the transportation of hazardous materials including asbestos, hazardous chemicals or waste, and nuclear risks, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, 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 the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

Required Coverage	Minimum Limits	
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .	
General Liability <i>(primary and excess limits combined)</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o

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<p>General Liability <i>(continued)</i></p>	<p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
<p>Automobile Liability</p>	<p>\$1,000,000 per occurrence for bodily injury and property damage.</p> <p>If the Contractor is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials/waste/substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by Contractor.</p> <p>For additional information regarding the Motor Carrier Act and limits of liability see Page 5.</p>
<p>Contractors Pollution Liability and/or Pollution Liability</p> <p>Protects against environmental and pollution risks and unexpected/unintended release of pollution resulting from contractors covered operations such as: HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p>	<p>Same limits as General Liability.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured.</p> <p>Environmental coverage must remain in force for a period of five years after completion of the project. Contractor must provide updated certificates indicating that the required coverage, terms and conditions are still in place.</p>
Required Policy Conditions	
<p>A. M. Best Rating</p>	<p>A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>
<p>Additional Insured Endorsement</p>	<p>Applicable to General Liability, Contractors Pollution Liability and/or Asbestos Pollution policies.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at: http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>

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Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is excess of the Contractor's insurance and shall not contribute with it and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsement can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Lead-Based Paint/Asbestos/Mold

If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

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Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

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ADDITIONAL INFORMATION REGARDING THE MOTOR CARRIER ACT OF 1980

The Motor Carrier Act of 1980 imposed higher levels of financial responsibility on motor carriers operating under federal permit and intrastate carriers operating under state authority. The chart below shows the minimum required financial responsibility as determined by the type of cargo hauled.

The Act requires the MCS-90 endorsement in the amount of \$750,000 to be attached to any automobile liability policy issued to motor carriers operating commercial motor vehicles with a gross vehicle weight rating of 10,000 or more pounds that are **transporting any non-hazardous property in interstate or foreign commerce**. The MCS-90 endorsement is also required when **interstate, intrastate and foreign commerce is transporting hazardous material/waste/substances**. The liability limit depends upon the type of truck and method of transportation. Its purpose is to ensure that funds are available for damages arising from a trucking accident that involves hazardous materials subject to the Act.

DEPARTMENT OF TRANSPORTATION SCHEDULE OF LIMITS-PUBLIC LIABILITY

Type of Carriage	Commodity Transported	Financial Responsibility
(1) For-hire in interstate or foreign commerce , with a gross vehicle weight rating of 10,000 or more pounds).	Any Property (non-hazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce , with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3500 water gallons. Hazardous Substances does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance in appendix A to §172.101 and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). 49 CFR 171.8	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce : in any quantity; or in intrastate commerce , in bulk only; with a gross vehicle weight rating of less than 10,000 pounds).	Compressed Oil Gas (listed in 49 CFR 172.101) hazardous waste, hazardous materials, and hazardous substances such as lead, asbestos, mold, dry cleaning chemicals, benzene, etc. (as defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.)	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce , with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of explosives that have mass explosion hazard, projection hazard, or fire hazard (Division 1.2, 1.2, or 1.3); poisonous gas (Division 2.3); poisonous materials (Division 6.1); materials poisonous by inhalation (Hazard Zone A); or radioactive material (Class 7 material).	\$5,000,000

CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS REGARDING THE MCS-90 ENDORSEMENT AND/OR THE MOTOR CARRIER ACT OF 1980