

## INSURANCE AGREEMENT

With respect to any Encroachment Permit issued by the City of Alameda pursuant to this application, Applicant agrees to the following terms and conditions:

At the time of or before the issuance of the Encroachment Permit, Applicant shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage required herein. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda."

Provider shall maintain in force at all times during the performance of this Encroachment Permit all insurance coverage required herein with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions as additional insured shall be submitted with the insurance certificates.

Provider shall maintain insurance coverage and limits at least as broad as:

1. **Workers' Compensation:**

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

2. **Commercial general liability coverage in the following minimum limits:**

- Bodily Injury:               \$1,000,000 each occurrence  
                                      \$2,000,000 aggregate - all other
- Property Damage:       \$1,000,000 each occurrence  
                                      \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

3. **Comprehensive automobile liability coverage (any auto) in the following minimum limits:**

- Bodily injury:               \$1,000,000 each occurrence
- Property Damage:       \$1,000,000 each occurrence

or

- Combined Single Limit:   \$2,000,000 each occurrence

Additionally, if the requested encroachment involves work below subgrade, Applicant shall maintain pollution prevention insurance for hazardous materials excavation in the amount of \$2,000,000 each occurrence.

For all of the above insurance coverages, an Additional Insured Endorsement naming the City of Alameda, its council, officers, employees, volunteers, boards and commissions is required.

By the signature below, Applicant agrees that it has read this Insurance Agreement and accepts and agrees to each and every term and condition therein. If Applicant is an organization, the signatory below warrants that they are authorized to agree to and execute this Insurance on Applicant's behalf.

Applicant (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_