

## Purchasing and Contracting Insurance Checklist

This checklist is for reference only. It does not reflect all insurance requirements. Actual contractual requirements may vary.

### Certificate of Insurance

	1. The full name of the party to the contract must be on the certificate.
	2. All Policies must be current.
	3. All coverage limits required in the contract must be reflected on the certificate:
	A. Commercial General Liability with a current policy term and limits as stated in the General Terms and Conditions of the contract. Usually of 1 million per occurrence and 2 million aggregate. Coverage must reflect what is stated in your contract.
	I. For Commercial General Liability, the occurrence box must be checked (x).
	B. For Auto, a current policy term and limits of 1 million per combined single limit. Coverage must reflect what is stated in the General Terms and Conditions of your contract.
	C. For Workers Compensation, current policy term and limits of 1 million per each occurrence. Coverage must reflect what is stated in the General Terms and Conditions of your contract.
	II. For Workers Compensation, the subrogation box must be checked (X).
	4. An Authorized representative's signature must be at the end of Acord certificate.
	5. Certificate Holder must be: City of San Diego and the corresponding department, or just The City of San Diego.

### Endorsements For Commercial General Liability

	1. All Endorsements must have the policy number(s) printed on them.
	2. All endorsements must reflect: "City of San Diego and its respective elected officials, officers, employees, agents and representatives."
	3. The following endorsements are required:
	A. Additional Insured.
	B. Primary, Non-Contributory (sometimes it will be as part of the policy language) May say Primary Insurance, and in the paragraph, you will be able to see Coverage must "apply on primary basis or a primary and non-contributory basis."

#### Endorsements For Auto

	1. All Endorsements must have the policy number(s) printed on them.
	2. All endorsements must reflect: "City of San Diego and its respective elected officials, officers, employees, agents and representatives."
	3. The following endorsements are required:
	A. Additional Insured.
	B. Primary, Non-Contributory (sometimes it will be as part of policy language). May say Primary Insurance, and in the paragraph ,you will be able to see Coverage must "apply on primary basis or a primary and non-contributory basis."

#### Endorsements For Workers Compensation

	1. All Endorsements must have the policy number(s) printed on them.
	2. All endorsements must reflect: "City of San Diego and its respective elected officials, officers, employees, agents and representatives."
	3. The following endorsement is required:
	A. Waiver of Subrogation Endorsement.

Endorsements are modifications to the policy. You must ensure you have the required coverage either through an actual endorsement (separate from the certificate of insurance) or the page on the policy that provides said coverage. There are endorsement requirements per line of coverage.

# Example of Certificate of Insurance



RIVER-1

OP ID: LS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER [REDACTED]	CONTACT NAME: [REDACTED] PHONE (A/C No, Ext): [REDACTED] FAX (A/C No): [REDACTED] E-MAIL ADDRESS: [REDACTED]
INSURED [REDACTED]	INSURER(S) AFFORDING COVERAGE INSURER A: [REDACTED] NAIC #: [REDACTED] INSURER B: [REDACTED] NAIC #: [REDACTED] INSURER C: [REDACTED] NAIC #: 1 [REDACTED] INSURER D: [REDACTED]

**COVERAGES** **CERTIFICATE NUMBER: 2** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW ARE IN FULL FORCE AND EFFECT. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY POLICY, THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE COVERAGE IS SUBJECT TO THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY EFF (YY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	2015	03/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 1,000,000 2,000,000 2,000,000 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	03/24/2015	03/24/2016	(Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 OCCUR CLAIMS-MADE		2015	03/12/2015 03/12/2016	EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X	05/01/2015 05/01/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)  
City of San Diego, its elected officials, officers, employees, agents and representatives are named as additional insured.

CERTIFICATE HOLDER City of San Diego Purchasing & Contracting Dept 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195	ANCELLATION SHOULD ANY OF THE ABOVE DES... THE EXPIRATION DATE THE... ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Russell Laip

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ACORD 25 (2014/01)

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Refer to item 5 on checklist under Certificate of Insurance

## Example of endorsement Additional Insured

POLICY NUMBER: PAC [REDACTED]

Refer to item  
3, section A, under  
Commercial  
General Liability

COMMERCIAL GENERAL LIABILITY [REDACTED]

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

Name of Additional Insured Person(s) or Organization(s)	SCHEDULE	Location(s) Of Covered Operations
THE CITY OF SAN DIEGO, ITS RESPECTIVE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS &		

Refer to item 2  
under Commercial  
General Liability

REPRESENTATIVES & [REDACTED]

(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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion(s) apply:**

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 location 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.

CG 2 [REDACTED]

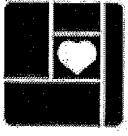
Copyright, ISO Properties, Inc., 2004  
INSURED

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## Example of Primary Non-Contributory Endorsement

POLICY NUMBER: 201 [REDACTED]

INSURED: [REDACTED]



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following: COMMERCIAL  
GENERAL LIABILITY COVERAGE PART

Refer to item 3, section  
B under Commercial  
General Liability  
endorsements

A. **SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

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 location of the covered operations has been completed; or
2. That portion of "your work" out of which 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.

C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### 4. Other Insurance

##### a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

NI [REDACTED]

# Example of Primary Non-Contributory as part of the policy text

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made against any insured,

- (1) Immediately notify us of the claim or
- (2) Notify us

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

Refer to Item 3,  
section B under  
Commercial  
General Liability

## Example of Additional Insured for Auto

POLICY NUMBER: [REDACTED]  
INSURED NAME: [REDACTED]

Refer to Item 1  
under Auto

COMMERCIAL AUTO  
[REDACTED]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

### DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is an Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: 
Named Insured: San Diego River Park Foundation	Russell Lail (Authorized Representative)

### SCHEDULE

Refer to Item 2  
under Auto

**Name of Person(s) or Organization(s):**

**City of San Diego, its elected officials, officers, employees, agents and representatives**  
**1200 3<sup>rd</sup> Avenue, Suite 200**  
**San Diego, CA 92101**

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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# Example of Auto Primary Non-Contributory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Primary and Non-Contributory Coverage Endorsement

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY  
C

The following is added to Section VIII. COMMON POLICY CONDITIONS:

Refer to Item 2  
under Auto  
Endorsements

Insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a. This insurance be primary insurance;
- b. They be an additional insured on this Policy; and
- c. The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.

ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

Example of waiver of  
Subrogation

RENEWAL  
SP

PAGE 1

STATE  
COMPENSATION  
INSURANCE  
FUND

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE NOVEMBER 11, 2015 AT 12.01 A.M.  
AND EXPIRING NOVEMBER 11, 2016 AT 12.01 A.M.

Refer to item 1  
under Workers  
Compensation  
Endorsements

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SAN DIEGO

Refer to Item 2  
under Workers  
Compensation  
Endorsements.

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

NOVEMBER 9, 2015

2570

*Kent R. Va. Carl*  
AUTHORIZED REPRESENTATIVE

*Vernon H. Hainer*  
PRESIDENT AND CEO