

Encroachment Permit Information

An Encroachment Permit is required for construction or connection to the City of El Cajon's sanitary sewer line, or any work performed within the City's public right-of-way or easements. This includes any equipment, material and personnel working within or adjacent to the public right-of-way or easement (Including parkways, sidewalks, etc.).

Items Needed to Issue an Encroachment Permit

- Detailed, scaled drawing showing all work
- Insurance Certificate per City Policy D-3
- Encroachment Permit Fee
- Traffic Control Plan (if required, per the S.D. Regional Standard Drawings)
- Contractor's Copy of Current City of El Cajon Business License
- Copy of Valid Contractor's License

INSURANCE CHECKLIST

Acceptable insurance certificates must meet the following requirements:

If Insurance Company is an Admitted Carrier:

- ❑ Best's rating of A, Class VII or better
- ❑ Licensed in the State of California **OR** listed as Surplus

If Insurance Company is a Non-Admitted Carrier:

- ❑ Included on the California Department of Insurance List of Eligible Surplus Line Insurers (LASLI) <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm>
- ❑ Best's Rating of at least a A, Class XII
- ❑ Has 10 years or more experience
- ❑ If applicable, the reinsurance carrier has a qualified rating

Requirements for all carriers:

Amount listed on policy must be an aggregate amount of \$2,000,000 unless determined by authorized staff that the amount can be reduced to \$1,000,000 per Policy D-3.

Provide an original signature OR electronic signature on emailed certificates (stamped and faxed signatures are **NOT** acceptable).

Include specific description of project or job requiring coverage on the certificate.

Provide endorsement page (form CG 20 26 07 04) specifically naming the City of El Cajon as additional insured to include the following language: **"City of El Cajon, (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers for purposes of this Policy, individually and collectively, the "(City insureds)" as additional insureds."**

A blanket endorsement is *NOT* acceptable.

Per Policy D-3, City shall be notified of expiration or proposed cancellation of insurance policy not less than 30 days before expiration or cancellation is effective. As such, this must be noted on the Certificate of Insurance. Public Works projects using Green Book specifications require notification of expiration or proposed cancellation of insurance policy not less than 30 days before expiration or cancellation is effective by certified mail, return receipt requested.

Per Policy D-3, Worker's Compensation coverage must be provided and include a Waiver of Subrogation endorsement page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2015

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	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Ironshore Specialty Ins. Co.	25445
INSURED	INSURER B :	must have the Insurer's name for general liability and worker's comp, with NAIC #	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

full information for producer and all contact info

must include NAIC #

full information for the insured

COVERAGES CERTIFICATE NUMBER: REGION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
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	N/A	Y			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Contractors Pollution Liability						\$1,000,000 Each Incident Limit \$2,000,000 Policy Aggregate

include Policy #s and dates for both general liability and worker's comp

must be checked

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Must have job/project address and description of work to be done

CERTIFICATE HOLDER CANCELLATION

City of El Cajon 200 Civic Center Way El Cajon, CA 92020-3916	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE must be signed
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POLICY NUMBER:

must include policy # and must match
policy # on first page of certificate

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

must have the following language in this box:

The City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insured") as additional insureds.

(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 any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



XXX Contracting Company
 4030400668 ← Policy #
 10/1/2015 10/1/2016

5/18/2016
 G-15115-A
 (Ed. 10/89)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**CHANGES – NOTICE OF CANCELLATION
 OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

1. Number of days advance notice: 30

~~10 Days Notice for Non-Payment of Premium~~

2. Name: City of El Cajon
 200 Civic Center Way
 El Cajon CA 92020

3. Address:

SCHEDULE

The cancellation notification is required

This must include the company name, address and Policy number





HOME OFFICE
SAN FRANCISCO

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

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION ✓

must be a separate endorsement or
agreement and must include policy
number

BROKER COPY

REP 04
9040146-16 ← Policy #
RENEWAL
SC
2-15-36-32
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EFFECTIVE MAY 9, 2016 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2017 AT 12.01 A.M.

XXX DRILLING & PUMP CO INC
STREET ADDRESS
VALLEY CENTER, CA 92082

include company
name and
address here

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 EL CAJON

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

include company name here

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:

MAY 11, 2016

2570

Kenneth R. LaRuff

Vernon Steiner

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
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PURPOSE

To provide a uniform City policy for liability insurance requirements and to establish procedures for its consistent application.

BACKGROUND

To help protect the City against liability, all individuals, contractors, agencies and organizations conducting business in association with, on behalf of, or in certain circumstances within the City of El Cajon are required to maintain adequate liability insurance coverage acceptable to the City.

Because of the differing levels of protection needed for various activities conducted within the City, the City has established policy limits and standards which directly relate to the type of activity being conducted.

POLICY

All individuals, contractors, agencies, and organizations conducting business either for the City of El Cajon (or the Successor Agency to the El Cajon Redevelopment Agency) or pursuant to an ordinance, resolution, agreement or policy requiring the maintenance of liability insurance shall provide proof of liability insurance in the following amounts and written on an occurrence basis (claims made coverage will be accepted only after verifying that occurrence coverage is not available):

1. A combined single limit policy with aggregate limits in the amount of \$2 million for all construction projects and for carnivals, subdivisions, and pollution coverage subject to section 5.c. under the heading "INSURANCE STANDARDS," with a maximum deductible or self-insurance retention ("SIR") of \$500,000; for policies not having a "combined single limit," minimum limits in amounts as follows:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Unless staff determines that circumstances (i.e. high risk project, etc.) require the higher limit, the \$2,000,000 limit shall be decreased to \$1,000,000 with a maximum deductible or SIR of \$150,000, when:

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- a. The public improvements portion of a subdivision project is less than \$50,000; or
 - b. A construction project (in accordance with the Standard Specifications for Public Works Construction—and the Standard Special Provisions, the “Green Book”) is for less than \$50,000.
2. Except as otherwise provided in this policy, a combined single limit policy with aggregate limits in the amount of \$2 million for all others, including, but not limited to, athletic leagues, recreation groups, towing companies and public service agencies; for policies not having a “combined single limit,” minimum limits in amounts as follows:
- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
3. A combined single limit policy with aggregate limits in the amount of \$250,000 for homeowners insurance or \$500,000 for commercial general liability insurance for small business owners, in either event only where the insurance is required for work in the public right-of-way. “Small business owners” are defined as commercial businesses, or a professional or administrative office uses, where the owners of the business work on-site as their primary calling or vocation, and having no more than two (2) employees not related by blood or marriage.
 4. Selected high-risk activities that would otherwise fall under the criteria for category 2 shall be evaluated by staff on a case-by-case basis to determine whether or not the above limits are sufficient. The imposition of liability limits exceeding \$2 million for such high-risk activities is appealable to the City Council.
 5. \$1,000,000 for taxicab companies.
 6. \$500,000 or actual value, whichever is greater, for “valuable papers” and “in transit” insurance where City records or personal property is being transported or stored outside of City property.

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- 7. Exceptions to the above limits may be made for non-profit, charitable, political, community and religious organizations.
- 8. The policy or policies of insurance may be for all operations or activities of the party purchasing the policy or policies provided, however, that the City or the Successor Agency may require a separate policy exclusively for operations of the purchaser where the City Manager, in his or her sole discretion, determines that a single policy would be inadequate to protect the City or Successor Agency in the event of multiple catastrophes.
- 9. Workers' compensation insurance shall meet the minimum limits required by law.

INSURANCE STANDARDS

- 1. ADMITTED CARRIER / BEST'S RATING A, CLASS VII
 - a. Insurers must be "admitted" carriers pursuant to the provisions of the California Insurance Code and in accordance with all requirements of the State Insurance Commission and must be listed in the:

"OFFICIAL PUBLICATION
DEPARTMENT OF INSURANCE
STATE OF CALIFORNIA
45 Fremont Street
San Francisco, California 94105

INSURANCE ORGANIZATIONS AUTHORIZED BY THE INSURANCE
COMMISSION TO TRANSACT BUSINESS OF INSURANCE
IN THE STATE OF CALIFORNIA DURING
[the most recent year for which
the publication is available]."

or

"California Department of Insurance Company Profile."

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- b. Insurers must have a Best’s rating of A, Class VII or higher (this rating includes those insurers with a minimum policyholder’s surplus of \$50 to \$100 million). Exceptions to the Best’s rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to an A, Class VII rating. An exception to the rating requirement may be made for the California State Compensation Insurance Fund if not rated.

2. **NON-ADMITTED CARRIER / BEST’S RATING A, Class XII**

Exceptions to the “admitted” requirement may be considered when a non-admitted insurance carrier meets all other standards herein and:

- a. is either (i) listed in:

California Department of Insurance
List of Approved Surplus Line Insurers

LISTING OF FILINGS

or (ii) is currently a party to co-operation agreements with foreign insurance regulatory authorities acceptable to the City Manager or City Attorney (for example, for insurers located in the United Kingdom, agreements must be with both the Prudential Regulatory Authority (“PRA”) and the Financial Conduct Authority (“FCA”), or such successor authority or authorities of PRA and FCA;

- b. either the carrier or its parent company has a Best’s rating of A, Class VII (this rating include those insurers with a minimum policyholder’s surplus of \$50 to \$100 million;
- c. has ten years or more experience in the business of insurance; and
- d. if applicable, the reinsurance carrier has a qualified rating.

3. **GENERAL – INSURANCE CERTIFICATES / ADDITIONAL INSURED**

All insurers (including those insuring against pollution or discharges of hazardous materials) must provide certificates of insurance and endorsements evidencing coverage prior to the start of any contract. All certificates or endorsements must include:

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- Name of insurance company issuing each policy.
All insurers must provide an original endorsement naming **the City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds") as additional insureds.** This inclusion as additional insureds shall not be required of Workers' Compensation or professional liability policies of insurance, and may be waived for "valuable papers" coverage with the approval of the City Attorney.
- All insurers must provide an original endorsement stating that the insurance coverage shall be primary insurance as respects the City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Waiver of Subrogation endorsement is required on Workers' Compensation Coverage.
- Address of named insured.
- Description of coverage, including any special coverage required by the contract.
- Policy numbers.
- Policy periods (If claims made basis, must include retroactive date and length of time allowed as extended reporting period).
- Coverage type (occurrence form vs. claims made).
- Authorized signature and date of issuance. An original signature is required: a digital signature is acceptable so long as it complies with the requirements of Government Code §16.5.
- Unless approved by the City Manager or designee, no certificate shall be accepted that qualifies the obligation of the carrier to provide 30 days written notice of cancellation of the policy. With the approval of the City Attorney the obligation to provide notice of cancellation may be reduced to ten (10) days, but only for termination due to the non-payment of any premium.

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4. PUBLIC WORKS PROJECTS

In addition to the standards set forth above, insurance policies for public works projects must also meet the following insurance requirements set out in the most recent edition of the Green Book adopted by the City Council:

- a. All insurance certificates shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by certified mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective, the provisions of section 3 herein notwithstanding; and
- b. Compliance with Labor Code §§3700 and 3800 relating to Worker’s Compensation.
- c. Requirements of the Green Book shall prevail.

5. PUBLIC RIGHT-OF-WAY

An applicant for permit(s) to do work within the public right-of-way may establish satisfactory proof of liability insurance in the following manner:

- a. **CONTRACTORS**

Contractors must furnish the City with a certificate of liability insurance, which meets the requirements set forth above and any other City requirements contained in this policy.
- b. **HOMEOWNERS / PROPERTY OWNERS**

Homeowners/Property owners requesting a permit to do work within City rights-of-way or easements immediately adjacent to their respective owned or occupied property, solely for the owner’s personal benefit, shall be required to furnish the City with a copy of their homeowner’s/property owner’s liability insurance policy, which meets the requirements set forth above, with the minimum limits described in category 3 under the heading “**POLICY**,” above. The policy must be effective during the entire period of the proposed work, plus two (2) calendar years, and must provide coverage for claims arising from the work performed, or improvements owned, by the homeowner in the right-of-way or easement. If the encroachment is

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ongoing, annual proof of insurance shall be required. The requirement to name the City as an additional insured, and the requirement for a policy for two (2) additional calendar years, may each be waived by the City Council or the City Manager (or her designee) in cases of extreme hardship, in their discretion.

c. **POLLUTION EXCLUSION**

Applications for the installation of monitoring wells for the evaluation of groundwater pollution or for the discharge of formerly polluted groundwater into the City sewer system must be accompanied by a certificate of liability insurance provided by the property owner. Such liability insurance may not contain a pollution exclusion clause and must explicitly indemnify the City against all hazards which may result from either of these activities, including a worsening of pollution, either within the subsurface adjacent to the original pollution or within the City sewer system.

If the property owner is unable to provide insurance which addresses both general liability and pollution liability, the environmental company or other appropriately qualified entity contracting with the property owner for either monitoring well installation or groundwater pollution remediation, may furnish pollution liability insurance on behalf of the property owner.

Any insurance approved under this subsection c. shall be an occurrence policy, and shall otherwise comply with the provisions of this Policy.

d. **PUBLIC UTILITIES**

This policy as it relates to work in the public rights-of-way shall not be applicable to Cable TV, Helix Water District, Padre Dam Municipal Water District, SBC, San Diego Gas & Electric, or any other public utility.

e. **TRANSPORTATION / OVERSIZE LOADS – PERMITS – See Chapter 10.24 of the El Cajon Municipal Code.**

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TIME LIMITS / CANCELLATION PROVISIONS

All liability insurance required pursuant to this policy shall provide coverage for a sufficient time period to protect the City from liability. The insurer is required to provide a minimum of thirty (30) days-notice of cancellation of any policy. With the approval of the City Attorney (except as provided in section 4, herein) this obligation may be reduced to not less than ten (10) days written notice, but only for termination due to the non-payment of any premium. In no event shall a policy be accepted which terminates prior to the completion of the activity to be covered.

In certain circumstances, it may be impracticable to obtain continuing insurance coverage due to the duration of the activity or the cost of premature renewal. Under such circumstances, an exception to the coverage period may be made so long as the policy is renewed or replaced with an acceptable insurance carrier and there is no lapse in coverage. Maintenance of proper insurance coverage is a material term of any contract with the City and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

ALTERNATIVE RISK MANAGEMENT PRACTICES; SELF-INSURANCE; RISK-POOLING

Alternative risk management practices, such as self-insurance, risk pooling, risk retention groups, and other such programs, will be accepted in lieu of commercial insurance policies provided that the coverage meets the requirements of this Policy. Any such alternative risk management practices must meet the financial strength and surplus requirements reflected by the Best's Ratings required of commercial insurance under this Policy.