



## CITY OF EUREKA

### PUBLIC WORKS DEPARTMENT

531 K Street • Eureka, California 95501-1146 • Fax 707-441-4202

Administration: 707-441-4203 • Engineering: 707-441-4194

Building: 707-441-4155 • Utility Operations: 707-441-4364

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## City of Eureka Sidewalk Café Insurance Requirements

**BUSINESS OWNER** must maintain, during the life of the Agreement, Public Liability and Property Damage Insurance and also Worker's Compensation Insurance for all **BUSINESS OWNER's** employees as will insure **CITY**, its officers, officials, employees and volunteers, **BUSINESS OWNER** performing activities covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from **BUSINESS OWNER's** or employee's operations hereunder, or by anyone directly or indirectly employed by **BUSINESS OWNER**, and the amounts of insurance must be as follows:

- A. **General Liability** in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.  
Said policy must be endorsed to name **CITY** as an additional insured and be endorsed to provide this insurance as primary insurance as to **CITY**, its officials, officers, employees, and volunteers, so that any other policies held by **CITY** will not contribute to any loss under said insurance. Said policy must provide that thirty (30) days prior written notice by certified mail return receipt requested has been given to the **CITY**.
- B. **Worker's Compensation Insurance** as required by the State of California and Employer's Liability Insurance of \$2,000,000 per accident for bodily injury or disease.  
The insurance company agrees to waive all rights of subrogation against the City of Eureka, its officers, officials, employees, and volunteers for losses paid under the terms of this policy, which arise from the work performed by the named insured.
- C. **Other Insurance Requirements.**  
**CITY** or its authorized representatives or agents will have the right to require additional insurance, or higher limits of insurance, at any time during this **AGREEMENT** should it be deemed necessary. The general liability policy is to contain, or be endorsed to contain, the following provisions:
  - (1) **CITY**, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance or use of that part of the area in use by **BUSINESS OWNER** pursuant to this **AGREEMENT**.
  - (2) **BUSINESS OWNER'S** insurance coverage must be primary insurance as respects the **CITY**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **CITY**, its officers, officials, employees or volunteers, will be excess of **BUSINESS OWNER'S** insurance and will not contribute to it.
  - (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **CITY**.

### Public Works | Engineering Division

Engineering Technician/ Permit Specialist

(707) 441-4397

#### **Engineering**

Construction  
Development  
Transportation

#### **Field Operations**

Water Distribution  
Wastewater Collection  
Equipment Operations

#### **Building**

Construction Regulation  
Code Enforcement

#### **Utility Operations**

Water and Wastewater Treatment  
Stormwater  
Pretreatment