## **INSURANCE TRANSMITTAL SHEET**

DATE: \_\_\_\_\_\_ TO: \_\_\_\_\_\_BOARD OF SUPERVISORS \_\_\_\_\_\_

CONTRACT: \_\_\_\_\_

The attached insurance documents have been reviewed and meet all of the contract insurance requirements.

fer Nick Poole, Risk Manager

The attached contract and insurance documents have been reviewed and are being returned to the originating department because:

General Liability Insurance						
	Insurance certificate not provided					
	Coverage does not meet contract requirements					
	Additional insured endorsement required					
	Other:	-				
Aut	o Insurance					
	Insurance certificate not provided					
	Additional insured endorsement required					
	Insurance is not business rated					
	Other:	_				
Wo	rkers' Compensation Insurance					
	Insurance certificate not provided					
Erro	ors & Omissions/Professional Liability Insurance					
	Insurance certificate not provided					
	Other:					

Please call me at 265-7013 if you have questions regarding insurance requirements.



## **COUNTY OF NEVADA**

## **Board Transmittal Sheet**

File Number: SR 21-0201

Agenda Date: 3/23/2021

Version: 1

Status: Passed

File Type: Resolution

In Control: Information and General Services

Agenda Number: 19.

Resolution awarding and approving a Standard Public Works Contract between the County of Nevada and Elevator Industries, Inc. for the Nevada County Administrative Building Elevator Modernization Project located at 950 Maidu Avenue, Nevada City (Res. 21-009), in the amount of \$131,279 plus a contingency of \$13,128 for a total contract amount of \$144,407, authorizing the Chair of the Board of Supervisors to execute the contract, and directing the Auditor-Controller to amend the Fiscal Year 2020/21 Capital Facilities budget. (4/5 affirmative vote required) (Facilities)

950 Maidu Avenue Nevada City, CA 95959-8617 (530) 265-1480 Fax: (530) 265-9836 bdofsupervisors@co.nevad a.ca.us

u.0

							EL	EVA-9		OP ID: DC
<u> </u>		EF	RLI	FICATE OF LIA	BIL	TY INS	URANO	E		(MM/DD/YYYY) <b>/24/2021</b>
C B	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL` URA	Y OF NCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	ID OR ALTI	ER THE CO	VERAGE AFFORDED E	ЗҮ ТНЕ	E POLICIES
lf	IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to tl	he te	rms and conditions of th	e polic	y, certain po				
PRC	DUCER			5-283-5750		T Julie Ree	ctor			
Lice 315	Massie & Beck Ins. Serv. nse #0B29340 Lennon Lane				PHONE (A/C, No	, <sub>Ext):</sub> 925-28	3-5750 umassie.co	FAX (A/C, No): M	925-28	33-5751
Wal	nut Creek, CA 94598					INS	SURER(S) AFFOR	NDING COVERAGE		NAIC #
					INSURE	RA: Great A	merican Ins	s. Comp.		16691
	RED vator Industries, Inc.						rs Indemnit			25682
623	West Stadium Lane				INSURE	<sub>RC:</sub> Travele	rs Prop.Ca	s.Co of Amer.		25674
Sac	ramento, CA 95834				INSURE	RD: Nationa	I Union Fire	e Insurance		19445
					INSURE	<sub>RE:</sub> Travele	rs Prop.Ca	s.Co of Amer.		25674
					INSURE	RF:				
<u>_ co</u>	VERAGES CER	TIFIC	CATE	E NUMBER:				REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY IXCLUSIONS AND CONDITIONS OF SUCH	equif Pert Polic	reme "Ain, Cies.	INT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE E	OF ANY	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	ст то	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL INSD	SUBF WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
<b>A</b>	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLP132469203		06/07/2020	06/07/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							Max Aggr	\$	10,000,000
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	x	x	BA-0S476055-21-14-G		03/21/2021	03/21/2022	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X \$1000 Comp X \$1000 Coll							PROPERTY DAMAGE (Per accident)	\$	
D									\$	4,000,000
"				EBU045414921		06/07/2020	06/07/2021	EACH OCCURRENCE	\$	4,000,000
						00,01,2020	00/01/2021	AGGREGATE	\$	4,000,000
c	DED RETENTION \$							X PER OTH- STATUTE ER	\$	
Ĭ	AND EMPLOYERS' LIABILITY			UB-0S768107-21-14-G		06/07/2021	06/07/2022			1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A				00/01/2021	00/01/2022	E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
E	DÉSCRIPTION OF OPERATIONS below			630-0S475685-TIL-21		03/21/2021	03/21/2022	E.L. DISEASE - POLICY LIMIT	\$	50,000
-				030-03473003-TIE-21		03/21/2021	03/21/2022	Deduct.		1,000
RE: Nev res Nor	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC NEVADA COUNTY MODERNIZAT vada City, CA 95959 and its agents pects to General Liability and Aut n-contributory. Waiver of Subroga o Liability. 30 day cancellation no	ION are o Li tion	Nev inc abili app	vada County at 10014 N luded as Additional Ins ty. Coverage is Primary lies to General Liability	N. Bloc sured a / and	mfield Roa	• •	red)	<u> </u>	
CF	RTIFICATE HOLDER				CANC	ELLATION				
	Nevada County 10014 N. Bloomfield Rd Nevada City, CA 95959			NEVADA8	SHOI THE ACCO	JLD ANY OF	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		-
	Nevada Oky, OA 55555				Dea	n Styrk	•			

© 1988-2015 ACORD CORPORATION. All rights reserved.

NOTEPAD:	HOLDER CODE NEVADA8 INSURED'S NAME Elevator Industries, Inc.	ELEVA-9 OP ID: DC	PAGE 2 Date 03/24/2021
non-payment o	f premium applies. (E,P,W)		

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### Schedule

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
Any person or organization that you are required and agreed to name as an additional insured on your policy under: 1. A written contract or agreement that is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury"; or, 2. An oral contract or oral agreement with a person or organization when a certificate of insurance showing that person or organization as an Additional Insured has been issued; and such oral contract or oral agreement is in effect during the term of this policy and is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury".	Any location within the "coverage territory"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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.

However;

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these Additional Insureds, 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 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.
- C. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### Schedule

#### Name of Additional Insured Person(s) or Organization(s)

Any person or organizationthat you are required and agreed to name as as an additional insured on your policy under:

 A written contract or agreement that is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury"; Or,

2. An oral contract or an oral agreement with a person or organization where a certificate of insurance showing that person or organization as an Additional Insured has been issued; and such oral contract or oral agreement is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury";

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

**1.** required by the contract or agreement; or

Location and Description of Completed Operations Any location within the "coverage territory", and for all completed operations 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### ELEVATOR CONTRACTOR PLUS ENDORSEMENT

### **Primary and Non-Contributory Additional Insured Extension**

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

## Section Extracted from Endorsement CG 90 53 (Ed. 04/16)

#### K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

#### ELEVATOR CONTRACTOR PLUS ENDORSEMENT

### **Blanket Waiver of Subrogation**

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

## Section Extracted from Endorsement CG 90 53 (Ed. 04/16)

# T. In SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added at the end of Condition 8. Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and

d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

# **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
  - The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
  - The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

such contract. The waiver applies only to the person or organization designated in such contract.

## N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS: The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

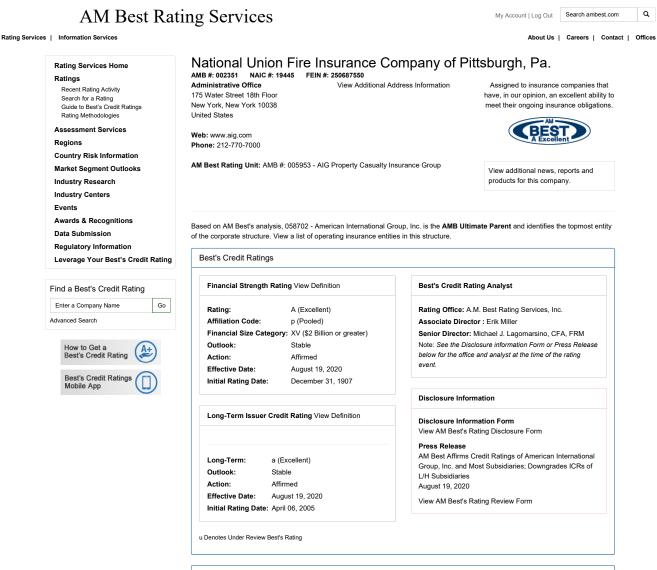




View additional news, reports and products for this company



View additional news, reports and products for this company



#### Rating History

AM Best has provided ratings & analysis on this company since 1907

Financial Streng	th Rating	Long-Term Issuer Credit Rating			
Effective Date	Rating	Effective Date	Rating		
8/19/2020	A	8/19/2020	а		
7/12/2019	A	7/12/2019	а		
6/20/2018	A	6/20/2018	а		
5/23/2017	A	5/23/2017	а		
1/26/2017	Au	1/26/2017	au		
6/2/2016	A	6/2/2016	а		
1/27/2016	Au	1/27/2016	au		

#### Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 005953 - AIG Property Casualty Insurance Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.



View additional news, reports and products for this company