

Public Works Agency – Watershed Protection – Watershed Permits Minimum Insurance Requirements

Contractor / Business / Organization / Entity

A.) Watercourse Permit (no ROW): minimal impact on channel

Proof of insurance not required

B.) Watercourse Permit: significant impact on channel

Permittee, at its sole cost and expense, will obtain and maintain in full force during the term of this permit the following types of insurance:

1. General Liability "occurrence" coverage in the minimum amount listed below including bodily injury, property damage, personal injury, and products/completed operations.

Project cost:

- \$1 to \$1,000,000: \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - \$1,000,001 to \$5,000,000: \$5,000,000 each occurrence and \$5,000,000 aggregate.
 - \$5,000,001 to \$10,000,000: \$10,000,000 each occurrence and \$10,000,000 aggregate.
2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000. (If applicable).

All insurance required will be primary coverage as respects to County, and any insurance or self-insurance maintained by County will be excess of Permittee's insurance coverage and will not contribute to it.

County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Permittee under the terms of this permit on all policies required (except Workers' Compensation).

Permittee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Permittee under the terms of this permit as it pertains to Workers' Compensation.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Ventura County Watershed Protection District.

Permittee agrees to provide county with the following insurance documents on or before the effective date of this permit:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this permit.

**C.) Encroachment Permit: Access Only onto District ROW (property or easement)
(one-time or short-term use of District road or ROW)**

Proof of insurance not required

D.) Encroachment Permit: Work in District ROW not directly affecting channel

Permittee, at its sole cost and expense, will obtain and maintain in full force during the term of this permit the following types of insurance:

1. General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations.
2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000. (If applicable).

All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Permittee's insurance coverage and will not contribute to it.

County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Permittee under the terms of this permit on all policies required (except Workers' Compensation).

Permittee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Permittee under the terms of this permit as it pertains to Workers' Compensation.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Ventura County Watershed Protection District.

Permittee agrees to provide county with the following insurance documents on or before the effective date of this permit:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this permit.

E.) Encroachment Permit: Work in ROW directly affecting District channel

Permittee, at its sole cost and expense, will obtain and maintain in full force during the term of this permit the following types of insurance:

1. General Liability "occurrence" coverage in the minimum amount listed below including bodily injury, property damage, personal injury, and products/completed operations.

Project cost:

- \$1 to \$1,000,000: \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - \$1,000,001 to \$5,000,000: \$5,000,000 each occurrence and \$5,000,000 aggregate.
 - \$5,000,001 to \$10,000,000: \$10,000,000 each occurrence and \$10,000,000 aggregate.
2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000. (If applicable).

All insurance required will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Permittee's insurance coverage and will not contribute to it.

County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Permittee under the terms of this permit on all policies required (except Workers' Compensation).

Permittee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents and Volunteers for losses arising

from work performed by Permittee under the terms of this permit as it pertains to Workers' Compensation.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Ventura County Watershed Protection District.

Permittee agrees to provide county with the following insurance documents on or before the effective date of this permit:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this permit.

F.) Encroachment Permit: Work in existing or future ROW constructing or rebuilding District facilities that will be owned & maintained by the District (plans will be on Y-drawings)

Permittee, at its sole cost and expense, will obtain and maintain in full force during the term of this permit the following types of insurance:

1. General Liability "occurrence" coverage in the minimum amount listed below including bodily injury, property damage, personal injury, and products/completed operations.

Project cost:

- \$1 to \$1,000,000: \$1,000,000 each occurrence and \$2,000,000 aggregate.
- \$1,000,001 to \$5,000,000: \$5,000,000 each occurrence and \$5,000,000 aggregate.
- \$5,000,001 to \$10,000,000: \$10,000,000 each occurrence and \$10,000,000 aggregate.

2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000. (If applicable).

All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Permittee's insurance coverage and will not contribute to it.

County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by

Permittee under the terms of this permit on all policies required (except Workers' Compensation).

Permittee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Permittee under the terms of this permit as it pertains to Workers' Compensation.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Ventura County Watershed Protection District.

Permittee agrees to provide county with the following insurance documents on or before the effective date of this permit:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this permit.

G.) Encroachment Permit: CONTINUAL USE or MAINTENANCE PERMIT: Ongoing use District ROW subject to conditions, or ongoing permission to maintain a facility (e.g. outlet utility line) in District ROW

Permittee, at its sole cost and expense, will obtain and maintain in full force during the term of this permit the following types of insurance:

1. General Liability "occurrence" coverage in the minimum amount listed below including bodily injury, property damage, personal injury, and products/completed operations.

Project cost:

- \$1 to \$1,000,000: \$1,000,000 each occurrence and \$2,000,000 aggregate.
- \$1,000,001 to \$5,000,000: \$5,000,000 each occurrence and \$5,000,000 aggregate.
- \$5,000,001 to \$10,000,000: \$10,000,000 each occurrence and \$10,000,000 aggregate.

2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Permittee and Employer's Liability in the minimum amount of \$1,000,000. (If applicable).

All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Permittee's insurance coverage and will not contribute to it.

County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Permittee under the terms of this permit on all policies required (except Workers' Compensation).

Permittee agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Permittee under the terms of this permit as it pertains to Workers' Compensation.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Ventura County Watershed Protection District.

Permittee agrees to provide county with the following insurance documents on or before the effective date of this permit:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this permit.

Homeowner / Property Owner / Individual

Category A and C

Proof of insurance not required

Category B, C, D, E, and G

Permittee, at its sole cost and expense, will obtain and maintain in full force during the term of this permit the following types of insurance:

General Liability "occurrence" coverage in the minimum amount of \$250,000 including bodily injury, property damage, personal injury, and products/completed operations.

All insurance required will be primary coverage as respects to County, and any insurance or self-insurance maintained by County will be excess of Permittee's insurance coverage and will not contribute to it.

County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the Ventura County Watershed Protection District.

Permittee agrees to provide county with certificates of insurance for all required coverage on or before the effective date of this permit.

Failure to provide these documents will be grounds for immediate termination or suspension of this permit.

Category F

This type is not eligible for the streamline permit requirements in this section.