



SAWS STANDARD INSURANCE SPECIFICATIONS

(For Water/Sewer Adjustment/Connection Permits)

1. Commencing on the date of this Contract, the CONTRACTOR shall, at his own expense, purchase, maintain and keep in force such insurance as will protect him and the San Antonio Water System (“SAWS”) and the City of San Antonio (“the City”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any subcontractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following:

a. **Workers' Compensation (WC)** insurance that will protect the CONTRACTOR, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

This insurance shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.b.).

b. **Employers' Liability (EL)** insurance (**Coverage B** under standard Workers' Compensation policy) that will protect the CONTRACTOR, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws. The employers' liability insurance shall have minimum limits of liability of not less than:

| | |
|-----------------|--|
| \$ 1,000,000.00 | Bodily Injury by Accident |
| 1,000,000.00 | Bodily Injury by Disease - Each Employee |
| 1,000,000.00 | Bodily Injury by Disease - Policy Limit |

c. **Commercial General Liability (CGL)** insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property where applicable;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum limits of liability for this coverage shall be:

| | |
|-----------------|---|
| \$ 1,000,000.00 | Occurrence Limit |
| 2,000,000.00 | General Aggregate |
| 1,000,000.00 | Products/Completed Operations Aggregate |
| 1,000,000.00 | Personal and Advertising Injury |
| 1,000,000.00 | Contractual Liability |

This insurance shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of SAWS and the City.

d. **Comprehensive Automobile Liability (AL)** insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This insurance shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of SAWS and the City.

e. **Umbrella Liability (UL)** insurance in the amount of \$2,000,000.00. This policy shall be of an "Occurrence" type and the limit of liability shall be concurrent with (following form) and in excess of the **EL**, **CGL**, and **AL** insurance coverage as described in paragraphs 1.b., 1.c., and 1.d. above.

f. **Either Owner and Contractor Protective Liability** Insurance policy which insures SAWS and the City and their agents and employees with the same coverage specified in paragraph 1.c. above **or** the **CGL** policy specified in paragraph 1.c. above includes **Endorsement CG2503** – per project general aggregate limit applies.

2. CONTRACTOR shall require all Subcontractors to carry insurance coverage appropriate to their scope of Work.
3. The CONTRACTOR shall furnish a completed Certificate of Insurance, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon.
4. The insurance that is required under these requirements shall be written so that SAWS and the City will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least **thirty (30) days** prior to such action.
5. CONTRACTOR shall be responsible for obtaining **Certificates of Insurance** from the first tier Subcontractor, and upon request furnish copies to the SAWS.
6. **Certificate of Insurance shall be on file with the System before any sewer and/or water connection permit can be issued.**

Certificates can be e-mailed to:
approvedlist@saws.org

OR

Certificates can be faxed to:
210-233-4583

OR

Mailed to the following address:

**Mains and Services Division
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298**

For additional assistance, please call 210-233-3095.

Please **note** on the Certificate under the Description of Operations section (near the bottom of the ACORD form) that this is for **Permit Work**.

7. CONTRACTOR is responsible for all deductibles under all of the insurance policies required by these specifications.
8. The stated limits of insurance required by these requirements are MINIMUM ONLY and it shall be the CONTRACTOR'S responsibility to determine what limits are adequate and the length of time this coverage shall be maintained. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits.

The System's acceptance of Certificates of Insurance that in any respect do not comply with the requirements does not release the CONTRACTOR from compliance herewith.

9. CONTRACTOR agrees that all insurance policies required by these requirements shall be with insurance companies, firms or entities that have an **A.M. Best** rating of **A-** ("**A**" minus) and a **Financial Size Category** of a "**VII**" or better. All insurance policies shall be of an "Occurrence" type.
10. **SURVIVAL**

Any and all representations, conditions and warranties made by CONTRACTOR under this Contract including, without limitation, the provisions of Sections 1.b., 1.c. and 1.d. of these Insurance Requirements are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.