SECTION 7. INSURANCE

**7-1.01 GENERAL**: The Contractor shall obtain insurance acceptable to County in a company or companies acceptable to the County. The required documentation of such insurance shall be furnished to the County at the time the Contractor returns the executed contract. The proper insurance shall be provided within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded and prior to the county executing the contract and issuing a notice to proceed. The Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Contract.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:

1. **Contractor Required Insurance**
	1. **Workers Compensation Insurance & Employers Liability Insurance**
		1. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
		2. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
		3. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
		4. *Required Evidence of Insurance*:
			1. Subrogation waiver endorsement; and
			2. Certificate of Insurance.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from County under provisions of the Workers Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from County, County may retain out of sums due , the amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the sums due the amount so paid, or require to reimburse County.

* 1. **General Liability Insurance**
		1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
		2. Minimum Limits:
			1. Projects under $5,000,000: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
			2. Projects from $5,000,000 - $9,999,999: $5,000,000 per Occurrence; $5,000,000 General Aggregate; $5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
			3. Projects $10,000,000 and Over: Minimum Limits: $10,000,000 per Occurrence; $10,000,000 General Aggregate; $10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
		3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
		4. Insurance shall be maintained for the entire period of the Work plus one (1) year from the completion of the Work.
		5. [insert exact name of additional insured - the entity for whom work is being done] shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Work under this Contract. Additional insured status shall continue for (1) one year after completion of the Work.
		6. [Insert name of Funding Source and/or Lender] shall be endorsed as additional insureds for liability arising out of Contractor’s ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
		7. [Insert name of property owner, licensor and/or grantor of easement] shall be endorsed as additional insureds for liability arising out of Contractor’s ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
		8. [Insert name of architect, engineer and/or surveyor] shall be endorsed as additional insureds for liability arising out of Contractor’s ongoing operations (ISO endorsement CG 20 32, Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, or equivalent).
		9. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
		10. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
		11. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
		12. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts coverage because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
		13. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
		14. The policy shall cover inter-insured suits between County and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
		15. *Required Evidence of Insurance*:
			1. Additional insured endorsements or policy language granting additional insured status;
			2. Endorsement or policy language indicating that coverage is primary and non-contributory; and
			3. Certificate of Insurance.
	2. **Automobile Liability Insurance**
		1. Minimum Limit: $2,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
		2. Insurance shall coverall owned, hired and non-owned vehicles.
		3. The County of Sonoma, its Board of Supervisors, and their employees, representatives, consultants, and agents shall be defined as insureds under the policy or shall be endorsed as additional insureds.
		4. *Required Evidence of Insurance*:
			1. Endorsement or policy language indicating that County, its Board of Supervisors, and their employees, representatives, consultants, and agents are insureds; and
			2. Certificate of Insurance.
	3. **Contractors Pollution Liability Insurance**
		1. Minimum Limits:
			1. Projects not near or over a body of water: $1,000,000 per pollution Incident; $1,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
			2. Projects near or over a body of water: $2,000,000 per pollution Incident; $2,000,000 Aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
		2. The insurance shall cover:
			1. bodily injury, sickness, disease, sustained by any person, including death;
			2. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
			3. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
			4. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
			5. liability assumed by Contractor under a written contract or agreement.
		3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
		4. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
		5. Insurance shall be maintained for the entire period of the Work plus the additional periods as specified below:
			1. Projects not near or over a body of water: one (1) year after Final Completion and acceptance of the final payment for the Work.
			2. Projects near or over a body of water: Two (2) years after Final Completion and acceptance of the final payment for the Work.
		6. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
		7. The County of Sonoma, its officers, agent and employees, [insert property owner or licensor if additional insured status is required], [insert funding source if additional insured status is required] shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of the Work.
		8. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
		9. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a “separation of insureds” or “severability” clause which treats each insured separately.
		10. *Required Evidence of Insurance*:
			1. Additional insured endorsement or policy language granting additional insured status;
			2. Endorsement or policy language indicating that coverage is primary and non-contributory; and
			3. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.
	4. **Professional Liability/Errors and Omissions Insurance** *(Required if the Contractor or its employees engage in design or professional activities [architecture, engineering or surveying] which are not subcontracted out)*.
		1. Minimum Limit: $1,000,000 per claim or per occurrence.
		2. Consultant shall disclose any deductible or self-insured retention in excess of $25,000.
		3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
		4. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.
		5. *Required Evidence of Insurance*: Certificate of Insurance.
	5. **Increase of Minimum Limits**

Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

* 1. **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

* 1. **Documentation**
		1. The Certificate of Insurance shall include the following reference: [insert contract number or project name].
		2. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required coverage(s), shall survive the Contract.
		3. Required Evidence of Insurance shall be submitted to [insert name and mailing address].
		4. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
		5. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
		6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
	2. **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1. **Subcontractors – Required Insurance**

With respect to their portion of the work, subcontractors of all tiers shall maintain the same insurance required to be maintained by contractor with limits as follows:

* 1. Minimum General Liability Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Subcontractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Subcontractor.
	2. Minimum Automobile Liability Limit: $1,000,000 combined single limit per accident.
	3. Minimum Employers Liability Limits: $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
	4. Professional Liability Insurance *(Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)*
		1. Minimum Limit: $1,000,000 per claim or per occurrence.
		2. Consultant shall disclose to contractor any deductible or self-insured retention in excess of $25,000.
		3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
		4. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.
		5. *Required Evidence of Insurance*: Certificate of Insurance.