**Exhibit \_\_\_\_\_**

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

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 Agreement 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 Agreement.

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

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers’ Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

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: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and 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 $100,000 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 continued for one (1) year after completion of the Work.
	5. [insert exact name of additional insured] shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional Insured status for completed operations shall continue for (1) year after completion of the Work under this Agreement.
	6. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
	7. 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).
	8. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
	9. 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.
	10. Required Evidence of Insurance:
		1. Copy of the additional insured endorsement or policy language granting additional insured status; and
		2. Certificate of Insurance

**(Substitute the following for j. if the work, event or location involves marinas or the airport. Do not leave both versions of j. in the agreement!!!)**

1. Required Evidence of Insurance:
	* 1. Copy of the additional insured endorsement or policy language granting additional insured status;
		2. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
		3. Certificate of Insurance.
2. Automobile Liability Insurance
3. Minimum Limits: $1,000,000 combined single limit per accident.
4. Coverage shall apply to all owned, hired and non-owned autos.
5. Required Evidence of Insurance: Certificate of Insurance.
6. **Garagekeepers Insurance** *(Required only if vehicles are taken to the contractor’s facility.)*
	1. Minimum limit: $50,000 per vehicle, $100,000 per location.
	2. Coverage shall include Comprehensive and Collision.
	3. Deductibles shall not exceed $1,000 per vehicle and $10,000 per event.
	4. Insurance shall apply on a direct primary basis.
	5. Required Evidence of Insurance: Certificate of Insurance.
7. **Garage Policy**  *(May be substituted for 2, 3 and 4 above)*
	1. Garage Coverage Form no less broad than ISO form CA 00 05.
	2. Minimum limits: $1,000,000 per Accident, $2,000,000 Aggregate.
	3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 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. The policy definition of “insured contract” shall include assumptions of liability arising out of work performed for a municipality (Definition #5 of the ISO Garage Coverage form, or its equivalent).
	5. The policy shall include Garagekeepers Coverage
		1. Minimum limits: $50,000 per vehicle, $100,000 per location.
		2. Coverage shall include Comprehensive and Collision
		3. Deductibles shall not exceed $1,000 per vehicle and $10,000 per event.
		4. Insurance shall apply on a direct primary basis.
		5. Required Evidence of Insurance: Certificate of Insurance.
8. 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
2. The Certificate of Insurance must include the following reference: [insert contract number or project name].
3. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
4. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
5. 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.
6. 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.
7. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
8. Policy Obligations

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

1. Material Breach

If Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.