**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 the 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.

# Workers Compensation and 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.

# 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: $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.
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 endorsed as 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 shall continue for one (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 the additional insureds 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;
    2. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
    3. Certificate of Insurance.

# Automobile Liability Insurance

* 1. Minimum Limit: $2,000,000 combined single limit per accident.
  2. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
  3. Insurance shall cover all owned, hired and non-owned autos.
  4. The policy shall include an MCS-90 endorsement if required by the Motor Carrier Act of 1980.
  5. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
  6. The County of Sonoma, its officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
  7. Required Evidence of Insurance:
  8. Copy of the endorsement or policy language indicating that County is an insured;
  9. Copy of the MCS-90 endorsement if required;
  10. Copy of pollution liability endorsement; and
  11. Certificate of Insurance.

# Contractors Pollution Liability Insurance

1. Minimum Limits: $2,000,000 per pollution incident; $4,000,000 annual 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 $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. 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 continued for one (1) year after completion of the Work. 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.
6. [insert exact name of additional insured] 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 this Agreement. Additional insured status shall continue for one (1) year after completion of the Work.
7. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
8. 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.
9. Required Evidence of Insurance:
   1. Additional insured endorsement or policy language granting additional insured status;
   2. Copy of the endorsement or policy language indicating that Insurance 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.

# 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.

# Documentation

* 1. The Certificate of Insurance must include the following reference: [insert contract number or project name].
  2. 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.
  3. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and 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 are 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, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

# Policy Obligations

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

# Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure 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, 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.