

Attachment B: Sample Insurance Requirements

County's Insurance Requirements of Contractor (Template 17 – Rev 2023 Oct 25)

Section I - Insurance to be Maintained by Grantee

Grantee shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a **Waiver of Insurance Requirements**. The insurance shall be maintained for [insert time period] after all funds have been disbursed.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Grantee 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 Employer's Liability Insurance

- a. Required if Grantee has employees as defined by the Labor Code of the State of California.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

If Grantee currently has no employees as defined by the Labor Code of the State of California, Grantee agrees to obtain the above-specified Workers' Compensation and Employer's Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) Form CG 00 01.
- b. 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 either Commercial Excess or Commercial Umbrella Liability Insurance. If Grantee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Grantee.
- c. 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. Grantee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Grantee has a claim against the insurance or is named as a party in any action involving the County.

- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as additional insureds for liability arising out of Grantee's ongoing operations. (ISO Endorsement CG 20 26 or equivalent).
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. 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).
 - g. The policy shall cover inter-insured suits between County and Grantee and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. ***Required Evidence of Insurance***
 - i. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 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.
 - b. Insurance shall cover all owned vehicles if Grantee owns vehicles.
 - c. Insurance shall cover hired and non-owned vehicles.
 - d. ***Required Evidence of Insurance:*** Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance (only required of recipients whose normal operations include professional services)
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. 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.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. ***Required Evidence of Insurance:*** Certificate of Insurance.
5. 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.
6. Documentation
- a. Grantee shall submit required Evidence of Insurance prior to the execution of this Agreement. Grantee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
 - b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Ave. Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists at least 10 days before expiration or other termination of the existing policy.
- d. Grantee 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.
- e. Upon written request, certified copies of required insurance policies must be provided within 30 days.

7. Policy Obligations

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