**Insurance Requirements**

1. **General Provisions Applying to All Policies**
   1. Coverage Term

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the County at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

* 1. Policy Cancellation or Termination and Notice of Non-Renewal

Contractor shall provide to the County within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

* 1. Premiums Assessments and Deductibles

Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

* 1. Primary Clause

Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the County.

* 1. Insurance Carrier Required Rating

All insurance companies must carry an AM Best rating of at least "A—" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

* 1. Endorsements

Any required endorsements requested by the County must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance

* 1. Inadequate Insurance

Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

* 1. Use of Subcontractors

In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the County equal to policies, coverages, and limits required of Contractor.

1. **Insurance Coverage Requirements**

Contractor shall provide County certificates of insurance evidencing the following coverage:

* 1. Commercial General Liability

Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The County of Imperial, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the County of Imperial under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

* 1. Automobile Liability

Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The County of Imperial, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the County of Imperial under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

* 1. Worker's Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on County owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the County. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

* 1. Professional Liability

Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.