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## **General Insurance Requirements**

- a) Commercial General Liability (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per “Occurrence,” including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any auto.
- c) Workers’ Compensation and Employers’ Liability Insurance as required by the State of California, with Statutory Limits, and Employers’ Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor and/or Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor and/or Consultant

Contractor and/or Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA, 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. **Certificates and endorsements shall refer to the project or work. If a Purchase Order (PO) is issued , the certificates and endorsements may include the following language: For all Purchase Orders issued in Calendar Year xxxx (enter current year), thereby only one certificate and endorsement need be provided for all work authorized by PO during that calendar year. Certificate of Insurance shall list the Certificate Holder as County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.**

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor’s and/or Consultant’s obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

In the event the insurance coverage expires at any time or times during the term of this contract, Contractor and/or Consultant agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

Certificates of insurance must include the following provisions:

- a) The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums) and;
- b) Commercial Liability Insurance and Commercial Automobile Liability Policies shall be endorsed to name the County of Amador, its officers, officials, employees, representatives and agents as additional insured, but only insofar as the operations under this Agreement are concerned.
- c) Contractor's and/or Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's and/or Consultant's insurance and shall not contribute with it.

Contractor and/or Consultant shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

Contractor and/or Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor and/or Consultant shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Contractor's and/or Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor and/or Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ***Waiver of Subrogation***

Contractor and/or Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor/Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer

### ***Special Risks or Circumstances***

County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.