

## **SECTION 7. INSURANCE**

**7-1.01 GENERAL:** The Contractor shall obtain insurance acceptable to County in a company or companies acceptable to the County. The required documentation of such insurance shall be furnished to the County at the time the Contractor returns the executed contract. The proper insurance shall be provided within eight (8) days, not including Saturdays, Sundays, and legal holidays, after the bidder has received the notice that the contract has been awarded and prior to the County executing the contract and issuing a notice to proceed. The Contractor shall not commence work nor shall the Contractor allow his employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:

- A. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Transportation and Public Works.

- B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.
2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
3. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.
4. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Transportation and Public Works.

5. This policy does not exclude explosion, collapse, underground excavation hazards, or removal of lateral support.
- C. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Transportation and Public Works.

- D. Environmental impairment liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence.
1. The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.
  2. The policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required.
  3. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

E. Documentation

The following documentation shall be submitted to the County of Sonoma:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this contract.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of contract.
3. Upon County's written request, certified copies of insurance policies. Said copies of insurance policies shall be submitted within thirty (30) days of County's request.
4. After the Contract has been signed, signed Certificates 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.

F. Policy Obligations

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

G. Material Breach

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such 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 the County.