

## INSURANCE REQUIREMENTS

### 1. INSURANCE

Without limiting GRANTEE's indemnification, GRANTEE shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the GRANTEE, its employees, agents, representatives, subcontractors, or any other party for which GRANTEE is legally liable.

The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the public are adequately protected.

### 2. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

B. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. **Professional Liability (Errors and Omissions):** Insurance appropriate to the GRANTEE's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate covering GRANTEE's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

- E. **Abuse or Molestation:** Insurance appropriate to the GRANTEE's profession. Coverage may be written as part of the GRANTEE's Commercial General Liability, or part of the GRANTEE's Professional Errors & Omissions Liability, or on a stand-alone basis. Minimum limits shall not be less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.
- F. **Cyber Liability:** Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by GRANTEE in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- G. **Technology Professional Liability Errors & Omissions:** Insurance appropriate to GRANTEE's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by GRANTEE in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY in the care, custody, or control of the GRANTEE.

If the GRANTEE maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the GRANTEE

### 3. **INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, as applicable,

the following provisions:

- A. **Additional Insured Status:** The COUNTY, its Board of Supervisors, and all COUNTY officers, officials, employees, volunteers, and agents (“Additional Insureds”) are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the GRANTEE including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the GRANTEE’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- B. **Primary Coverage:** For any claims related to this Agreement, the GRANTEE’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the GRANTEE’s insurance and shall not contribute with it. This also applies to any GRANTEE Excess or Umbrella liability policies.
- C. **Umbrella or Excess Policy:** The GRANTEE may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the GRANTEE’s primary and excess liability policies are exhausted.
- D. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the COUNTY.
- E. **Waiver of Subrogation:** GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of GRANTEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. GRANTEE agrees to obtain any endorsement that may be necessary to affect 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.

- F. **Self-Insured Retentions:** Self-insured retentions (“SIR”s) must be declared to and approved by the COUNTY in writing. The COUNTY may require the GRANTEE to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY. Any and all deductibles and SIRs shall be the sole responsibility of GRANTEE or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The COUNTY may deduct from any amounts otherwise due GRANTEE to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the GRANTEE. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.
- G. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
- H. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the GRANTEE must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
- I. **Verification of Coverage:** GRANTEE shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE’s obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce

compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the COUNTY.

- J. **Severability of Interest:** The GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- K. **Subcontractors:** If GRANTEE uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the GRANTEE's required insurance coverage or required by the GRANTEE to comply with equivalent insurance and conditions of this section.
- L. **Maintenance Of Insurance Coverage:** GRANTEE shall provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. GRANTEE is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. GRANTEE shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of GRANTEE to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- M. **Special Risks or Circumstances:** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.