

EXHIBIT "C" – INSURANCE REQUIREMENTS

County of Lake Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

AGENCY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the AGENCY, his agents, representatives, or employees. AGENCY shall maintain limits no less than:

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| 1. Commercial General Liability, Including:
Premises and Operations
Contractual Liability
Personal Injury Liability
Independent Contractors
Bodily Injury, Property Damage | \$2,000,000 per occurrence and
\$2,000,000 general aggregate |
| 2. Automobile Liability:
Owned, Non-Owned,
and Hired Autos | \$1,000,000 per accident for
bodily injury and property
damage |
| 3. Workers' Compensation: | As required by the State of California |
| 4. Employer's Liability: | \$1,000,000 per accident for bodily injury or
disease |
| 5. Professional Liability: | \$1,000,000 per claim and \$2,000,000
annual aggregate |

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the AGENCY shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the AGENCY; or automobiles owned, leased, hired or borrowed by the AGENCY.
2. For any claims related to this project, the AGENCY'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 or volunteers shall be excess of the AGENCY's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

If General Liability and Professional Liability coverages are written on a claims-made form:

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 five (5) years after completion of the contract of work.
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 AGENCY must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the AGENCY for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

AGENCY shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

AGENCY hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. AGENCY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the consultant, its employees, agents and subcontractor.