

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

| Type of Coverage | Minimum Requirement |
|---|---------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Workers' Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

- **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the HA, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing any portion of the Services.
- **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered and approved by Yolo County Housing. Certificates and insurance policies shall include the following:

1. A clause stating: "This policy shall not be canceled until notice has been mailed to Yolo County Housing, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
3. An endorsement stating that the Yolo County Housing and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named **additional insured** under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.
4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Yolo County Housing.
6. An endorsement stating that there shall be a waiver of any subrogation.
7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

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 Yolo County Housing.