**Exhibit ­­­­\_\_\_\_\_**

Tenant shall require its General Contractor and all subcontractors to maintain the insurance listed below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The required documentation of insurance shall be furnished to County prior to commencement of any construction or grading work or other physical work preparatory to work upon the Premises. Tenant shall not commence work or allow its employees or its contractors or subcontractors or anyone to commence work until the required insurance has been obtained, submitted and approved.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Tenant nor its General Contractor and subcontractors from, nor be construed or deemed a waiver of, their obligation to maintain the required insurance.

1. **General Contractor – Required Insurance**
	1. **Builders Risk Insurance** *(Required only during construction of improvements and may be purchased by either Tenant or General Contractor.)*
		1. Insured property shall include: (1) improvements in course of construction; (2) building materials and supplies intended for installation in the improvements located at the construction site, in transit and at off-site storage locations.
		2. Insurance shall be written on a Special Form policy which may exclude earthquake and flood.
		3. The limit of insurance shall be no less than the actual cost of construction work as estimated in Exhibit \_\_\_\_.
		4. Insured property shall be valued on a replacement cost basis without deduction for depreciation.
		5. If purchased by the General Contractor, the County of Sonoma, its officers, agents and employees, Tenant, and subcontractors of all tiers shall be endorsed as additional insureds.
		6. If purchased by Tenant, the County of Sonoma, its officers, agents and employees, the General Contractor and subcontractors of all tiers shall be endorsed as additional insureds.
		7. *Required Evidence of Insurance*: Certificate of Property Insurance *or* Evidence of Commercial Property Insurance.
	2. **Workers Compensation Insurance & Employers Liability Insurance**
		1. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
		2. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
		3. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant and County.
		4. *Required Evidence of Insurance*:
			1. Subrogation waiver endorsement; and
			2. Certificate of Insurance.
	3. **General Liability Insurance**
		1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
		2. Minimum Limits: The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If the General Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
			1. Total Construction Cost of Improvements under $1,000,000: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
			2. Total Construction Cost of Improvements from $1,000,000 - $4,999,999: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
			3. Total Construction Cost of Improvements $5,000,000 and Over: $5,000,000 per Occurrence; $5,000,000 General Aggregate; $5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
		3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. The General Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether the General Contractor has a claim against the insurance or is named as a party in any action involving the County.
		4. Insurance shall be maintained for the entire period of the construction plus the additional periods as specified below:
			1. Total Construction Cost of Improvements under $1,000,000: one (1) year after completion of construction.
			2. Total Construction Cost of Improvements between $1,000,000 - $4,999,999: two (2) years after completion of construction.
			3. Total Construction Cost of Improvements $5,000,000 and Over: three (3) years after completion of construction.
		5. [Insert exact legal name of Landlord] shall be additional insureds for liability arising out of the General Contractor’s and subcontractors’ ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
		6. Tenant shall be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the General Contractor with respect to the construction of the improvements.
		7. The General Contractor shall maintain completed operations Insurance with Tenant endorsed as an additional insured for completed operations for at least three (3) years after completion of the construction.
		8. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
		9. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability Insurance including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
		10. The policy shall not contain a Contractors Warranty or other similar language which eliminates or restricts Insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
		11. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
		12. The policy shall cover inter-insured suits between the contractor and the additional insureds and include a “separation of insureds” or “severability” clause which treats each insured separately.
		13. *Required Evidence of Insurance*:
			1. Additional insured endorsements or policy language granting additional insured status;
			2. Endorsement or policy language indicating that the insurance is primary and non-contributory;
			3. Subrogation waiver endorsement; and
			4. Certificate of Insurance.
	4. **Automobile Liability Insurance**
		1. Minimum Limits:
			1. Total Construction Cost of Improvements under $1,000,000: $1,000,000 combined single limit per accident.
			2. Total Construction Cost of Improvements $1,000,000 or more: $2,000,000 combined single limit per accident.
		2. Insurance shall apply to all owned, hired and non-owned vehicles.
		3. *Required Evidence of Insurance*: Certificate of Insurance.
	5. **Contractors Pollution Liability Insurance**
		1. Minimum Limits:
			1. Total Construction Cost of Improvements Under $5,000,000: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
			2. Total Construction Cost of Improvements $5,000,000 and Over: $2,000,000 per pollution Incident; $2,000,000 Aggregate.
		2. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. The General Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether the General Contractor has a claim against the insurance or is named as a party in any action involving the County.
		3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
		4. Insurance shall be maintained for the entire period of the construction plus the additional periods as specified below:
			1. Total Construction Cost of Improvements under $1,000,000: one (1) year after completion of construction.
			2. Total Construction Cost of Improvements between $1,000,000 - $4,999,999: two (2) years after completion of construction.
			3. Total Construction Cost of Improvements $5,000,000 and Over: three (3) years after completion of construction.
		5. If the insurance is on a Claims-Made basis, the continuation Insurance may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
		6. [Insert exact legal name of Landlord] and Tenant shall be additional insureds for liability arising out of operations by or on behalf of the General Contractor.
		7. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
		8. *Required Evidence of Insurance*:
			1. Additional insured endorsement or policy language granting additional insured status;
			2. Endorsement or policy language indicating that the insurance is primary and non-contributory; and
			3. Certificate of Insurance.
	6. **Professional Liability Insurance** *(Required if the General Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) which are not subcontracted out).*
		1. Minimum Limit: $1,000,000 per claim.
		2. The General Contractor shall disclose any deductible or self-insured retention in excess of $25,000.
		3. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
		4. Insurance applicable to the work related to the design and construction of the improvements on the Premises shall be continued for two (2) years after completion of the work. Such continuation Insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work.
		5. *Required Evidence of Insurance*: Certificate of Insurance
	7. **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

* 1. **Documentation**
		1. The Certificate of Insurance shall include the following reference: [insert reference].
		2. Tenant shall require Contractor to maintain current Evidence of Insurance on file with County for the required period of insurance. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance(s), shall survive the Contract.
		3. Required Evidence of Insurance shall be submitted to the County of Sonoma, its officers, agents and employees, Attn: Manager, Real Estate Division, 2300 County Center Drive, A200, Santa Rosa, CA 95403
		4. Required Evidence 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.
		5. Tenant shall require the General Contractor to provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
		6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
	2. **Policy Obligations**

Tenant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

* 1. **Material Breach**

If Tenant or any of its contractors or subcontractors fails to maintain Insurance which is required by this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate the Lease and obtain damages from Tenant resulting from such breach. Furthermore, County may purchase the required Insurance, and the cost of same shall be payable by Tenant to County within thirty (30) days of County’s notice of its action to Tenant.

1. **Subcontractors – Required Insurance**

With respect to their portion of the work, subcontractors of all tiers and consultants shall maintain the same insurance required to be maintained by contractor, with minimum limits as follows:

* 1. General Liability Limits for Framing, Mechanical, and Electrical Subcontractors:
		1. Total Construction Cost of Improvements under $1,000,000: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
		2. Total Construction Cost of Improvements $1,000,000 and over: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
	2. General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
	3. Automobile Liability Limit: $1,000,000 combined single limit per accident.
	4. Professional Liability Insurance Limit: $1,000,000 per claim. *(Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)*
	5. Contractors Pollution Liability Insurance Limit: $1,000,000 per pollution incident. *(Required for subcontractors whose work has the potential for environmental pollution.)*