

OCONEE COUNTY STANDARD INSURANCE REQUIREMENTS

Standard Insurance Limits for Goods and Ancillary Services

1. **Statutory Workers' Compensation Insurance: Statutory Limits-Required in all contracts!**
2. **Employers Liability:**
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
3. **Commercial General Liability Insurance:**
 - Each Occurrence Limit - \$1,000,000
 - Personal & Advertising Injury Limit - \$1,000,000
 - General Aggregate Limit - \$2,000,000
 - Products/Completed Ops. Aggregate Limit - \$2,000,000
4. **Auto Liability Insurance**
 - Combined Single Limit - \$1,000,000
5. **Professional Liability Insurance** - \$1,000,000 limit of liability (if applicable)
6. **Umbrella Liability Insurance** - \$1,000,000 limit of liability
To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
 - (a) The following additional coverage must apply
 - * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy
7. Oconee County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, Professional Liability and Umbrella Liability policies.
8. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
9. Certificate Holder should read:

Oconee County Board of Commissioners
23 N. Main Street
Watkinsville, GA 30677
10. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-4 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-4 or better.

Attachment II

11. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
12. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
13. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
14. All insurance coverage required of the Contractor will be primary over any insurance program carried by the County.
15. Contractor shall incorporate a copy of these insurance requirements, as herein provided, in each and every subcontract, with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
16. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Oconee County as to form and content has been filed with Oconee County. **The Accord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
17. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
18. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
19. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
20. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
21. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
22. The Contractor shall at a minimum, apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.