**Insurance Requirements for CONTRACTOR**

CONTRACTOR agrees to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages as outline below. All policies, endorsements, certificate, and/or binders shall be subject to approval by LARAMIE COUNTY. A lapse in any required insurance coverage during the period agreed upon in the contract shall be considered a breach of said contract. Further, CONTRACTOR shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

1. **Commercial General Liability** (CGL) including **Employers Liability (EL)**: Insurance should be on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence and a general aggregate limit of **$2,000,000.00**.

2. **Automobile Liability**: Coverage should include automobile liability with limits no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers Compensation (WC):** As required by the State of Wyoming, with Statutory Limits.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, LARAMIE COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARAMIE COUNTY.

4.**Additional Insured Status:** **LARAMIE COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds** on the policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the CONTRACTOR’s insurance.

5. **On Going Operation Endorsement**: LARAMIE COUNTY, its officers, officials, employees and volunteers are to be named as additional insureds with respect to claim, loss or liability which may arise from ongoing operations performed by CONTRACTOR, its officers, agents, or employees, and if such claim is determined to be the negligence or responsibility of CONTRACTOR.

6. **Drone/Unmanned Aircraft System**: Owner/Operator of any drone or unmanned aircraft system shall maintain aviation/rider liability coverage with limits of no less than $2,000,000 general aggregate limit that includes coverage to property damage and bodily injury.

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to LARAMIE COUNTY.

For any claims related to this contract, **CONTRACTOR’s insurance coverage shall be primary insurance coverage** in respect to LARAMIE COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by LARAMIE COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.

CONTRACTOR hereby grants to LARAMIE COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against LARAMIE COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not LARAMIE COUNTY has received a waiver of subrogation endorsement from the CONTRACTOR.

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LARAMIE COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from CONTRACTOR’S sole negligence or willful acts.

Self-insured retentions must be declared to and approved by LARAMIE COUNTY before work/event begins. LARAMIE COUNTY reserves the right to require CONTRACTOR 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.

Failure to provide LARAMIE COUNTY with original certificates, endorsements and policy declarations as required by this contract shall not waive the CONTRACTOR’s obligation to provide said coverage. LARAMIE COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as well as the right to consult with the CONTRACTOR’s insurance agent regarding said relevant policy information.

LARAMIE 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.