

EXHIBIT “C”
Professional Services Consultant
INSURANCE REQUIREMENTS

CONSULTANT shall obtain insurance acceptable to the District in a company or companies with a Bests rating of at least A: VII.

CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subconsultant. All coverage’s for subconsultants shall be subject to all of the requirements stated herein.

CONSULTANT shall maintain at all times during the life of this Agreement, the following policies of insurance:

Workers’ Compensation Insurance: Provide said insurance in accordance with statutory requirements and Employers’ Liability insurance with limits of not less than **\$1,000,000**.

All Workers Compensation policies shall be endorsed with the following specific language:

- "This policy shall not be canceled or materially reduced in coverage before the expiration date thereof, without first giving thirty (30) days prior written notice via certified mail to District; however, for non-payment of premium for policy renewal, ten (10) days prior written notice via certified mail to the named certificate holder shall be provided"
- “Insurer waives any right of subrogation it may acquire against DISTRICT, its officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured.

General Liability Insurance: Personal Injury and Property Damage Insurance for all activities of CONSULTANT, its subconsultants, and its subcontractors arising out of or in connection with this Agreement, written on a commercial general liability form including the CONSULTANT’S protective coverage, blanket contractual coverage, completed operations coverage, and employers non-ownership liability coverage in an amount no less than **\$2,000,000** combined single limit personal injury, including bodily injury, and property damage for each occurrence.

Business Automobile Liability: Business Automobile Liability insurance coverage, including Owned, Hired and Non-Owned Autos, shall be at least as broad as ISO Form Numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement, with minimum coverage of not less than **\$2,000,000.00** per accident, combined single limit (CSL).

The General Liability and Automobile Liability Insurance policies shall be endorsed to contain the following specific language and provisions:

- “The Napa Sanitation District, its officers, agents, and employees are covered as additional insureds on the CONSULTANT’S commercial liability insurance policies and CONSULTANT’S insurance is primary to any insurance carried by DISTRICT.”
- This policy shall not be canceled, reduced, or modified in any respect before the expiration date thereof, without thirty (30) days prior written notice by mail to the Napa Sanitation District.
- The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.
- The referenced policies do not exclude explosion, collapse, underground excavation hazards, or removal of lateral support.
- The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

Professional Liability Insurance: Limits of liability shall not less than **\$2,000,000.**

Professional Liability Insurance policies shall be endorsed with the following specific language:

- “This policy shall not be canceled without first giving thirty (30) days prior written notice to Napa Sanitation District by certified mail.

Verification of Coverage: CONSULTANT shall furnish DISTRICT with original certificates and endorsements affecting workers’ compensation, general, and automobile liability insurance coverage required herein. All certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District prior to execution of the Agreement.

The required verification of such insurance shall be furnished to DISTRICT for review and acceptance prior to execution of the Agreement. The CONSULTANT shall not commence work nor shall it allow its employees or its subconsultants to commence work until CONSULTANT has received a Notice to Proceed for work pursuant to a given approved Task Order.

Event of Claim:

Consultant shall pay any deductible amount in the event that there is a claim for which the insurer is responsible. CONSULTANT’S indemnification obligation shall apply regardless of whether CONSULTANT pays or the CONSULTANT’S insurance carrier pays the deductible amount.

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