

EXHIBIT C

CONSULTANT INSURANCE REQUIREMENTS

**SACRAMENTO AREA FLOOD CONTROL
AGENCY**

Revised: February 23, 2008



EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives or employees. SAFCA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SAFCA's Risk Manager the insurance provisions in these requirements do not provide adequate protection for SAFCA and for members of the public, SAFCA may require Consultant, at SAFCA's cost, to obtain additional insurance sufficient in coverage, form and amount to provide adequate protection. SAFCA's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1.0 Verification of Coverage

Consultant shall furnish SAFCA with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** SAFCA's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by SAFCA prior to the execution of this Agreement. SAFCA reserves the right to require that Consultant provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

2.0 Minimum Scope of Insurance

Coverage shall be at least as broad as:

2.1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the Risk Manager.

2.2. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Consultant's profession or services.

2.3. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols "8" and "9" for non-owned and hired autos shall apply. Personal automobile insurance shall apply if vehicles are privately owned.

2.4. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

2.5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3.0 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

3.1. GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

3.2. PROFESSIONAL LIABILITY or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

3.3. AUTOMOBILE LIABILITY: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Privately owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3.4. WORKERS' COMPENSATION: Statutory.

3.5. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

4.0 Deductibles and Self-Insured Retention

4.1 Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared to and approved by SAFCA. Consultant will provide by separate letter, which is referenced herein, the amount of its liability deductible or self-insured retention, including but not limited to general liability, automobile liability and professional liability, to SAFCA's Risk Manager for SAFCA's approval prior to the execution of this Agreement.

4.2 Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

5.0 Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

5.1 All Policies:

5.1.1 ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SAFCA's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected.

5.1.2. MAINTENANCE OF INSURANCE COVERAGE: The Consultant shall maintain all insurance coverages in place at all times and provide SAFCA with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to SAFCA. For non-payment of premium 10 days' prior written notice of cancellation by mail is required.

5.2 Commercial General Liability and/or Commercial Automobile Liability:

5.2.1 ADDITIONAL INSURED STATUS: SAFCA, its officers, directors, officials, employees, and volunteers, and each property owner whose property Consultant occupies in the performance of the duties under the Agreement and who so requests, are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to SAFCA, its officers, directors, officials, employees, or volunteers.

5.2.2 CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

5.2.3 PRIMARY INSURANCE: For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects SAFCA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SAFCA, its officers, directors, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

5.2.4 SEVERABILITY OF INTEREST: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.5 SUBCONSULTANTS: Consultant shall be responsible for the acts and omissions of all its subconsultants and shall require all subconsultants to maintain adequate insurance. Subconsultants shall carry insurance for Workers' Compensation to the full statutory limits.

5.3 Professional Liability:

5.3.1 PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

5.4 Workers' Compensation:

5.4.1 WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SAFCA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant.

6. Notification of Claim

6.1 If any claim for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.