

APPENDIX C

INSURANCE

This is an appendix attached to, and made a part of the Agreement dated _____, by and between the Alameda County Flood Control and Water Conservation District (“District”) and _____ (“Consultant”), providing for professional services.

- A. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage: The Certificate of Insurance is attached hereto as Appendix C-Exhibit 1.
1. Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each occurrence, \$1,000,000 per disease, and \$1,000,000 each employee. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Employers’ Liability Coverage endorsement shall specify as entity and endorsement holder the District, its Board of Supervisors, the individual members thereof, and all District officers, agents, employees, and volunteers.
 2. Occurrence-based Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and \$2,000,000 Aggregate. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant’s or subcontractor’s or subconsultant’s operations.
 3. Occurrence-based Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 million each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 4. Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$3,000,000 in the aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement, and any deductible not to exceed \$15,000 each claim.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured District, its Board of Supervisors, the individual members thereof, and all District officers, agents, employees, and volunteers.

2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, but the addition of one or more entities shall not affect the insurer's limit of liability.
- C. All policies shall be endorsed to provide thirty (30) days advance written notice to District of cancellation, and certificates of all policies and endorsements shall be mailed to District as provided in the Agreement per Paragraph 17.1.3.
 - D. District may, at its sole option, terminate this Agreement on 15 days' notice to Consultant (but during such 15-day period, Consultant has the opportunity to cure the default) in the event of any lapse of required insurance coverage. District may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage.
 - E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to District. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.
 - F. Certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverages above shall be furnished to District before commencing any operation under this Agreement, with complete copies of policies promptly upon District request.
 - G. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
 - H. If Consultant is an association or partnership, the association or partnership shall be insured by any one of the following methods:
 1. Separate insurance policies issued with the association or partnership as named insured.
 2. All insurance policies required by this Agreement of one of the participants to include the association or partnership as named insured.
 3. The association or partnership must be a named insured on all of the policies required by this Agreement.

END OF APPENDIX C