



## Exhibit C

### Sonoma County Fire District Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.
- Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- Workers' Compensation statutory limit and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Errors and Omissions Liability: \$1,000,000 per occurrence.

#### Other Insurance Provisions

*The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:*

- *Sonoma County Fire District (District), its officers, officials, employees and volunteers are to be covered as insured's* as respects: liability arising out of work or operations as performed by or on behalf of the consultant; or automobiles owned, leased, hired or borrowed by the consultant.
- For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the Sonoma County Fire District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**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.**

#### Waiver of Subrogation

The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the District.

#### Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or the consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Acceptability of Insurers

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

#### Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time

#### Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.