

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, SUPPLIERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT

1. FORMAT / TIME

SUPPLIER shall provide DISTRICT with Certificates of Insurance, per the sample format (page 3), for coverages as listed below, and endorsements affecting coverage required by this CONTRACT within seven **(7) calendar days** after DISTRICT request. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

DISTRICT requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. DISTRICT COVERAGE

DISTRICT, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverages. SUPPLIER'S insurance shall be primary as respects DISTRICT, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUPPLIER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUPPLIER'S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5. DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUPPLIER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUPPLIER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUPPLIER and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

SUPPLIER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a SUPPLIER who is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that SUPPLIER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

10. FAILURE TO MAINTAIN COVERAGE

If SUPPLIER fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order SUPPLIER to stop the work, declare SUPPLIER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUPPLIER or deduct the amount paid from any sums due SUPPLIER under CONTRACT.

11. ADDITIONAL INSURANCE

SUPPLIER is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

SUPPLIER is required to remedy all injuries to persons and damage or loss to any property of DISTRICT, caused in whole or in part by SUPPLIER, their subcontractors or anyone employed, directed or supervised by SUPPLIER.

13. COST

SUPPLIER shall pay all associated costs for the specified insurance. The cost shall be included in the CONTRACT price(s).

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Purchasing and Contracts Department, Attention: Insurance Coordinator. See below Paragraph 15.H. for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by SUPPLIERS' Insurance Company representative:

A. Insurance Broker's name, complete address, contact name, phone and fax numbers.

B. SUPPLIER'S name, complete address, phone and fax numbers.

C. Insurance Company's Best Key Rating

D. Commercial General Liability (Per Occurrence)

- (A) Policy Number
- (B) Policy Effective Date
- (C) Policy Expiration Date
- (D) General Aggregate (\$2,000,000)
- (E) Products - Completed Operations Aggregate (\$2,000,000)
- (F) Personal & Advertising Injury (\$1,000,000)
- (G) Each Occurrence (\$1,000,000)
- (H) Fire Damage (\$50,000)
- (I) Medical Expenses (\$5,000)

E. Automobile Liability (Any Auto)

- (J) Policy Number
- (K) Policy Effective Date
- (L) Policy Expiration Date
- (M) Combined Single Limit (\$1,000,000)

F. Worker's Compensation

G. Description

H. Certificate Holder

Clark County Water Reclamation District
c/o Purchasing and Contracts Department
5857 East Flamingo Road
Las Vegas, Nevada 89122

I. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____
LIABILITY

COMMERCIAL GENERAL AND AUTOMOBILE

PROJECT NUMBER AND NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PURCHASING AND CONTRACTS DEPARTMENT
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1 - AFFIDAVIT

NAME OF FIRM

I, _____, on behalf of my company, _____,
being (Name of Sole Proprietor), (Legal Name of Company) duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP/RFQ/PO No. _____, entitled _____;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL