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.

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. <u>ENDORSEMENT / CANCELLATION</u>

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**.

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. <u>INSURANCE FORM INSTRUCTIONS</u>

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:
1.	INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C No.) BROKER'S FAX NUMBER
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS
		INSURER(S) AFFORDING COVERAGE NAIC #
INSURED		INSURER A: 3. CARRIER'S
2.	SUPPLIER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER B: BEST KEY
		INSURER C: RATING
		INSURER D:
		INSURER E:
		INSURER F:
CC	VERAGES CERTIFIC	TE NUMBER: REVISION NUMBER:

COVERAGES CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(G)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(H)	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	\$(I)	5,000
		X					PERSONAL & ADV INJURY	\$(F)	1,000,000
							GENERAL AGGREGATE	\$(D)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(E)	2,000,000
	POLICY X PROJECT LOC				_		DEDUCTIBLE MAXIMUM	\$	25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	Х					BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS							\$	
	NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under	,					E.L. DISEASE – E.A. EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
DESCR	IPTION OF OPERATIONS / LOCATIONS LVEHICLES /	Δttach A	CORD	101 Additional Remarks Schedule	if more space	e is required)			

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

7. DESCRIPTION:

8. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E. FLAMINGO RD LAS VEGAS, NV 89122

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. **AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2010/05)

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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 INSUREDS 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 co (Name of Sole Proprietor), (Legal Name of Co	mpany,, ,, ,, ,, ,, ,				
oemg ((Name of Boile Froprictor), (Legal Name of ec	impany) dary sworn, depose and decide.				
1.	I am a Sole Proprietor;					
2.	I will not use the services of any employees it as <u>RFP/RFQ/PO No.</u> , entitled	in the performance of this contract, identified ;				
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, 616A-616D, inclusive.	, conditions, and provisions of NRS Chapters				
agains	se Clark County Water Reclamation District f t me and my company, in the performance of Chapters 616A-616D, inclusive.					
Signec	I this day of					
Signat	ure					
State o	of Nevada)					
Count	y of Clark)					
Signed by	l and sworn to (or affirmed) before me on this	day of,,,,				
		Notary Signature				

STAMP AND SEAL