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.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE OF LIABILITY INSURANCE 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).

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

   PRODUCER CONTACT NAME:

   INSURER(S) AFFORDING COVERAGE NAIC #

   INSURED

   2. SUPPLIER’S NAME

   ADDRESS

   PHONE & FAX NUMBERS

   INSURER A:

   INSURER B:

   BEST KEY

   INSURER C:

   RATING

   INSURER D:

   INSURER E:

   INSURER F:

   INSURER G:

   INSURER H:

   INSURER I:

   INSURER J:

   COVERAGES CERTIFICATE NUMBER: REVISION 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 SUBW VWD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

   4. GENERAL LIABILITY

   X COMMERCIAL GENERAL LIABILITY

   CLAIMS-MADE X OCCUR.

   GEN’L AGGREGATE LIMIT APPLIES PER:

   POLICY X PROJECT LOC

   EACH OCCURRENCE $G 1,000,000

   DAMAGE TO RENTED PREMISES (Ea occurrence) $H 50,000

   MED EXP (Any one person) $I 5,000

   PERSONAL & ADV INJURY $F 1,000,000

   GENERAL AGGREGATE $D 2,000,000

   PRODUCTS – COM/POL AGG $E 2,000,000

   DEDUCTIBLE MAXIMUM $ 25,000

   5. AUTOMOBILE LIABILITY

   X ANY AUTO

   ALL OWNED AUTOS

   SCHEDULED AUTOS

   HIRED AUTOS

   NON-OWNED AUTOS

   ANY AUTO X

   COMBINED SINGLE LIMIT (Ea accident) $M 1,000,000

   BODILY INJURY (Per person) $

   BODILY INJURY (Per accident) $

   PROPERTY DAMAGE (Per accident) $

   DEDUCTIBLE MAXIMUM $ 25,000

   6. WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY

   ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED

   (Mandatory in Nh)

   WC STATUTORY LIMITS

   OTHER

   E.L. EACH ACCIDENT

   E.L. DISEASE – E.A. EMPLOYEE

   E.L. DISEASE – POLICY LIMIT

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

   7. DESCRIPTION:

   8. CERTIFICATE HOLDER

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

   AUTHORIZED REPRESENTATIVE

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

   CANCELLATION

   9. @ 1988-2010 ACORD CORPORATION. All rights reserved.

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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.
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