

EXHIBIT C INSURANCE REQUIREMENTS

I. Policies. Consultant shall obtain and maintain during the entire Term of this Agreement the following insurance policies from companies admitted or authorized in the State of California to transact the insurance business in the class of the type provided and shall have a general policyholder's rating of not less than an "A" and a financial size of ten million dollars (\$10,000,000) (currently Class V) or better in the most current A.M. Best's Key Rating Guide; which standards shall be met by such the issuing company and not by means of the standing or assets of their parent, subsidiary or affiliate entities:

a. Comprehensive General Liability. Coverage shall include premises-operations, products/completed operations (10 years), broad form property damage, personal injury, bodily injury and blanket contractual liability, shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits, there shall be no cross-liability exclusion, there shall be no land subsidence exclusion, and there shall be no prohibition against payment of a SIR or deductible in the event of the named insured's failure to do so, in the following coverage amounts:

- i. \$1,000,000 per occurrence (property damage and bodily injury);
- ii. \$2,000,000 general aggregate;
- iii. \$2,000,000 products/completed operations aggregate.

Any endorsement restricting standard ISO insured contract language will not be accepted.

b. Automobile Liability. Coverage shall include owned, hired and non-owned vehicles, shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits, there shall be no cross-liability exclusion, and there shall be no prohibition against payment of a SIR or deductible in the event of the named insured's failure to do so, in the following coverage amounts:

- i. \$1,000,000 per accident combined single limit (bodily injury and property damage).

c. Workers' Compensation Insurance in amounts in accordance with statutory requirements.¹

Contractor shall also provide the additional coverages below and at least as broad as:

d. Professional Liability Insurance with policy limits of not less than \$1,000,000 combined single limits per claim and annual aggregate.²

e. Cyber Liability (where applicable) Policy limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information

¹ If Service Provider does not employ anyone in a manner that is subject to California workers' compensation laws, then Service Provider must complete and submit a notarized Certificate of Exemption from Workers' Compensation Insurance form provided by CITY and included as an Exhibit incorporated by reference.

² If Service Provider is not an engineer, architect, attorney or other licensed professional, exceptions to this requirement may be granted based on a case-by-case evaluation of Service Provider's Scope of Work.

theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Umbrella/Excess Liability Limits may be met by a combination of primary and umbrella/excess liability policies, provided that: (1) the umbrella/excess policy carriers meet the requirements noted above, (2) there is sufficient umbrella/excess coverage provided that meet or exceed the specified coverage requirements of GL or Auto, so that any claim event will not result in a deficiency in any of the coverage requirements described above; and (3) umbrella/excess insurance amounts may be applied only once to meet the insurance coverage requirement for only one line of deficient underlying insurance.

- II. Endorsements. Endorsements shall be obtained so that each policy contains the following provisions, the wording for which shall be to the satisfaction of the CITY:
 - a. Additional Insured (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.) "The CITY of San Marcos, and its elected and appointed boards, officers, agents and employees, are additional insureds with respect to the agreement with the CITY and services to be provided thereunder."
 - b. Preferred Forms. General Liability: CG 2010 04 13, CG 2037 12 19 or latest.
 - c. Notice. "Said policy shall not terminate, nor shall it be canceled or reduced in coverage without thirty (30) days' written notice to the CITY of San Marcos."
 - d. Primary Coverage. "The policy provides primary coverage to CITY of San Marcos and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by CITY of San Marcos."
 - e. Waiver of Subrogation. All applicable insurance coverage, including workers' compensation coverage, maintained or procured pursuant to this contract shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors/consultants.
- III. Insurance and Indemnity Obligations Separate. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Section and any approval of such insurance by CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement including, but not limited to, the indemnification provision.
- IV. Subcontracts. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, including but not limited to ensuring the City is listed as additional insured on insurance required from subcontractors. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with subcontractors and all others engaged in the Services will be submitted to City for review.

- V. Special Risk or Circumstance. CITY reserves the right during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change based on a material change in the nature or scope of the risk, experience, or events during performance, regulatory actions or changes, statutory or case law changes, insurer's actions, coverage restrictions, coverage availability, or other special circumstances.

VI. Insurance Certificates

Contractor shall provide CITY with certificates of insurance and accompanying endorsements showing the insurance coverages described in the paragraphs above, in a form and content approved by the CITY, prior to beginning work under this Agreement. Insurance certificates and all required endorsements need to be provided to the CITY upon expiration for the term of this contract.

CITY utilizes an online Evidence of Coverage database, PINS Advantage, to electronically maintain the insurance documents required by this Section. CITY will send Contractor an automatic email through the PINS system with information to provide to Contractor's insurance representative to upload insurance documents into the CITY's system.