

## EXHIBIT C

### INSURANCE SCHEDULE

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The total insurance coverage and related provisions, specified hereinafter, have been selected to provide the minimum protection to the CCTID intended by the indemnity provisions set forth in Clause XV. The CONSULTANT shall be required to maintain in full force and effect, from the date of the first authorization to proceed until the CCTID's acceptance of the Work, at least the following minimum coverage. Insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies with an A.M. Best rating of "A-" or better, authorized to transact business in the State of Ohio under the laws of the State and licensed by the Ohio Department of Insurance as either admitted or non-admitted insurers, and satisfactory to the CCTID.

The insurance coverages specified herein are intended to protect the CCTID from claims for personal and bodily injury, death, disease, and damage to tangible property including loss of use, arising in any manner from negligent acts, errors, or omissions of the CONSULTANT, its employees, agents, subconsultants, their employees or agents, or any other representatives of the CONSULTANT involved in the prosecution of the Work.

The CCTID, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, subconsultants or any agent of any of them, and the obligations of the indemnity agreement recited above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified.

Certificates of insurance shall be provided in the same manner and form as the insurance policies as set out above.

No invoice for any type of compensation will be honored by the CCTID without appropriate evidence of prerequisite insurance coverage.

**A. PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance in the form of a project policy, is required for the project unless otherwise agreed to by the CCTID.

The CONSULTANT shall obtain a separate professional liability project insurance policy to insure against negligent acts, errors or omissions on this specific project in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The policy shall also include coverage for pollution liability and contractors pollution liability. The project policy shall cover the design period and a discovery period of not less than two years. The discovery period shall be measured from substantial completion of the project. The project must be endorsed to the CONSULTANT's practice policy upon expiration of the discovery period. All design professionals and all subconsultants providing services, including environmental and geotechnical services, shall be included in the policy as named insureds.

**B. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY**

The CONSULTANT shall obtain worker's compensation insurance in compliance with Ohio's Worker's Compensation laws, and any other applicable workers' compensation or disability laws.

**C. COMMERCIAL GENERAL LIABILITY INSURANCE**

The CONSULTANT shall obtain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to the CCTID.
3. The CCTID, Clermont County, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds.

**D. AUTOMOBILE LIABILITY**

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included to cover the assumed liability of the indemnity recited in Clause IV.
2. The policy shall provide thirty (30) days notice of cancellation to the CCTID.
3. The CCTID, Clermont County, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds. The form of the additional insured endorsement will be ISO CG 20 33 03 97 (Form B) or its equivalent.

**E. AIRCRAFT LIABILITY**

1. When necessary to use aircraft for the performance of the CONSULTANT's services under the terms of the agreement, either by the CONSULTANT or subconsultant, the CONSULTANT shall carry aircraft liability in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the CCTID.
3. The CCTID, the implementation group members Clermont County, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds.

**F. UMBRELLA LIABILITY**

Coverage in excess of the underlying liability policies, to include the Project Professional Liability Insurance Policy, in an amount not less than \$5,000,000 Combined Single Limit shall be written on an occurrence form, and the following extensions of coverage included:

1. A thirty (30) day notice of cancellation to the CCTID.

2. Following form of primary general and automobile liability coverage.
  - a. The CCTID, the implementation group members ClermontCounty, Miami Township, Union Township and ODOT and all of their respective boards, chairmen, members, officers, employees, agents, and volunteers shall be additional insureds.
  - b. Products and completed Operations (coverage to be included).
  - c. Explosion, Collapse and Underground (exclusions removed).
  - d. Contractual Liability (coverage to be included).
  - e. Aircraft Liability (a \$6,000,000 Aircraft Liability Policy is an acceptable alternative if the CONSULTANT's Umbrella Insurer will not provide following form aircraft coverage).

**G. ALL LIABILITY INSURANCE MAINTAINED BY THE CONSULTANT SHALL BE PRIMARY WITHOUT RIGHT OF CONTRIBUTION BY ANY INSURANCE CARRIED BY THE CCTID.**

**H. UNLESS OTHERWISE APPROVED IN WRITING BY THE CCTID, THE CONSULTANT SHALL CAUSE EACH AGREEMENT BETWEEN THE CONSULTANT AND ANY SUBCONSULTANT OR SUBCONTRACTOR TO (A) CONTAIN AN INDEMNIFICATION PROVISION FOR THE BENEFIT OF THE CCTID, CLERMONT COUNTY, MIAMI TOWNSHIP UNION TOWNSHIP AND ODOT AND THEIR OFFICERS, EMPLOYEES AND AGENTS IN THE FORM SET FORTH IN THIS CLAUSE XV OF THIS AGREEMENT; (B) REQUIRE EACH SUBCONSULTANT OR SUBCONTRACTOR TO MAINTAIN INSURANCE OF THE TYPES REQUIRED BY THIS AGREEMENT AND HAVING AT LEAST THE LIMITS AND OTHER CHARACTERISTICS AS ARE REQUIRED BY THIS AGREEMENT WITH RESPECT TO THE CONSULTANT'S INSURANCE; AND (C) REQUIRE EACH SUBCONSULTANT OR SUBCONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THIS AGREEMENT.**