**EXHIBIT C**

**INSURANCE REQUIREMENTS – Professional Services**

1.1 Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of Work or operations by the Consultant or its agents or by any Subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable, and shall furnish “Certificates of Insurance” evidencing such insurance prior to beginning Work. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state where Work or operations will be performed by Consultant and with a “Best’s” rating of not less than A:VII. Consultant acknowledges and agrees that Owners may institute an owners controlled insurance program or other wrap-up insurance program (“OCIP Program”) in connection with the Project. If Owners institute an OCIP Program for the Project while Consultant is performing on-site Services, Consultant shall comply with the terms, conditions, and requirements of the OCIP Program. Upon implementation of the OCIP Program, Consultant agrees to execute a change order providing the Owners with a corresponding reduction in the unit prices identified in the Contract Documents to account for any savings realized as a result of the Consultant’s participation in the OCIP Program.

1.2 Consultant shall maintain, and shall cause its Subcontractor to maintain, at a minimum, the following limits of insurance:

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| Workers’ Compensation | Statutory Limits – Consultant shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the Work. |
| Employer’s Liability | $1,000,000 each accident  $1,000,000 disease-policy limit  $1,000,000 disease-each employee |
| Commercial General Liability, including Stop Gap coverage if applicable. | $2,000,000 each occurrence  $4,000,000 products/completed operations aggregate  $5,000,000 general aggregate (per project) |
| Commercial Automobile Liability | $1,000,000 any one accident or loss |
| Umbrella/Excess Liability | $25,000,000 |
| Professional Liability | $5,000,000 each wrongful act  $5,000,000 policy aggregate |

1.3 Commercial General Liability insurance required under this paragraph shall include coverage for Products/Completed Operations for a period of three (3) years after completion of the Service or such longer period as the contract documents may require and shall cover as “insured contracts”, subject to the standard terms and conditions of the policy, Consultant’s indemnity obligations under this contract and other contractual indemnities assumed by Consultant under the contract documents. Contractor shall name the Owners (each, by name) as “additional insured” using ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent). Such insurance afforded to the Owners as “additional insured” shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Owners.

1.4 Commercial Automobile Liability insurance required under this paragraph shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Consultant. Consultant shall name the Owners (each, by name) as “additional insured”. Such insurance afforded to the Owners as “additional insured” shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Owners.

1.5 Employer’s Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

1.6 Professional Liability coverage must remain in force and effect for a minimum of three years after completion of the Work being performed or termination. Any retroactive date on such insurance shall be prior to the commencement of the Work.

1.7. All insurance policies and coverage afforded herein shall not be cancelled or non-renewed, without Consultant providing thirty (30) days prior written notice to the Owners. Certificates of Insurance shall be filed with Owners prior to the start of Consultant’s Work. Such Certificates of Insurance shall specifically designate the name of the project for which the certificate is required, and shall provide satisfactory evidence that Consultant has complied with all insurance requirements, including evidence that Owners have been added as “additional insured.”

1.8 Waiver of Subrogation/Rights of Recovery: Consultant and its Subcontractors of every tier and their respective insurers providing the Commercial General Liability, Automobile, Liability, Workers Compensation/Employers Liability and Umbrella/Excess Liability policies shall waive all rights of recovery against the Owners and their respective parent companies, subsidiaries, related and affiliated companies of each, and the officers, directors, agents, and employees.

1.9 No Representation of Coverage Adequacy. In specifying Consultant insurance requirements, Owners do not represent that such insurance is adequate to protect Consultant for loss, damage or liability arising from its Work. Consultant is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself. These insurance requirements shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude Owners from taking such other actions as is available to it under any other provision of the Agreement. To the extent Consultant maintains insurance greater than these minimum requirements; Consultant agrees that such insurance shall be applicable to any of Consultant’s liability obligations. Any acceptance of Certificates of Insurance by Owners shall in no way limit or relieve Consultant of its duties and responsibilities under this Agreement, including the duty to indemnify and hold harmless Owners.

1.10 Compliance. Failure of Consultant to maintain the required insurance shall constitute a default under this Agreement and, at Owners’ option, shall allow Owners to terminate this Agreement for default, withhold payment and/or purchase the required insurance at Consultant’s expense.

1.11 Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant. Consultant shall cause each Subcontractor employed by Consultant to purchase and maintain such insurance. Upon request, Consultant shall furnish Owners with copies of Certificates of Insurance evidencing coverage for each Subcontractor.