

ATTACHMENT A**INSURANCE REQUIREMENTS FOR CONTRACTOR**

CONTRACTOR shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONTRACTOR, its agents, representatives, or employees or SUBCONTRACTORS:

PART 1 - INSURANCE REQUIREMENTS**1.01 GENERAL**

A. Any person, firm or corporation CONTRACTOR authorizes to work upon the Property, including any SUBCONTRACTOR, shall be deemed to be CONTRACTOR's agent and shall be subject to all the applicable terms of this Section. Prior to entry upon the Property by such agents, CONTRACTOR shall provide WETA with satisfactory evidence (e.g., in the form of a Certificate of Insurance) that it and its SUBCONTRACTORS or other agents who will perform work under this agreement are insured in accordance with the following. Such insurance shall remain in effect throughout the term of this Agreement and shall be at the sole cost and expense of CONTRACTOR (or its agents or SUBCONTRACTORS).

1.02 WORKERS' COMPENSATION COVERAGE

A. CONTRACTOR shall at its own cost and expense procure and maintain Workers' Compensation coverage to its employees, as required by the California Labor Code including Longshoreman's and Harbor Workers Act Insurance, in compliance with the laws of the State of California, and Federal laws where applicable. The CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of One Million Dollars (\$1,000,000) for each disease or occurrence, with a policy limit of One Million Dollars (\$1,000,000).

B. The policy shall contain a waiver of subrogation in favor of WETA and its respective officers, directors, employees, volunteers and agents while acting in such capacity.

C. Prior to commencing work or entering onto the Property, CONTRACTOR shall provide WETA the Designated Representative with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate and policy shall also provide that the CONTRACTOR's policy will not be cancelled without 30 days prior written notice to WETA's Designated Representative.

1.03 COMMERCIAL GENERAL LIABILITY

A. CONTRACTOR shall, at its own cost and expense, procure and maintain Commercial General Liability insurance which shall include, as additional insureds, WETA and its respective directors, officers, employees, volunteers and agents while acting in such capacity.

B. The insurance shall provide bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability, personal and advertising injury; explosion, collapse, and underground coverage, products and completed operations, and broad form property damage.

C. Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Designated Representative of WETA with a Certificate(s) of Insurance evidencing coverage, and upon request, a certified duplicate original of the policy

D. The policy(ies) shall indicate that it is primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by WETA. The policy shall contain a waiver of subrogation in favor of WETA and its respective directors, officers, employees, volunteers, agents while acting in such capacity.

E. The policy shall also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of WETA as additional insureds shall not in any way affect WETA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and WETA in the same manner as though a separate policy had been issued to it, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

1.04 BUSINESS AUTOMOBILE LIABILITY

A. CONTRACTOR shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from commercial general liability insurance. Such insurance shall include, as additional insureds, WETA and its respective directors, officers, employees, volunteers, and agents while acting in such capacity. Said policy shall contain a waiver of subrogation in favor of WETA and its respective directors, officers, employees, volunteers, agents while acting in such capacity. Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Manager, Operations of WETA with a Certificate(s) of Insurance evidencing coverage, and upon request, a certified duplicate original of the policy.

B. If CONTRACTOR's property is self-insured, CONTRACTOR hereby agrees to waive any subrogation rights it may acquire in favor of WETA and its respective directors, officers, employees, volunteers, agents while acting in such capacity.

1.05 UMBRELLA COVERAGE

A. CONTRACTOR shall, at its own cost and expense, procure and maintain Umbrella Liability Insurance coverage of at least \$4 million per occurrence and in the annual aggregate in excess of Commercial General Liability, Business Automobile Liability, Professional Liability, and CONTRACTOR's Pollution Liability Insurance.

1.06 GENERAL INSURANCE REQUIREMENTS

A. Acceptable Insurance

1. All policies will be issued by insurers acceptable to WETA (generally with a Best's Rating of A10 or better). Upon evidence of financial capacity satisfactory to WETA, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance. All insurance specified above

shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been 'removed from the property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

2. Prior to commencing work or entering onto the property, CONTRACTOR shall provide WETA's Designated Representative with a Certificate(s) of Insurance evidencing the coverage listed above, and upon request, a certified duplicate original of the policy(ies). The Certificate shall stipulate that the insurance company(ies) issuing such policy(ies) shall give written notice to the Executive Director or the owner's designated representative of any material alteration or reduction in coverage of aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.

B. Claims-Made Insurance

1. If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

(a) Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent' policies purchased as renewals or replacements).

(b) CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.

(c) If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.

(d) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Failure to Procure or Maintain Insurance

1. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.

D. Regulatory Compliance

1. In addition to the requirements described above, CONTRACTOR shall comply with any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations. The CONTRACTOR and/or SUBCONTRACTORS shall obtain all permits, licenses and other forms or documentation which are required and forward them with the required evidence of insurance to WETA.

E. Terms of Policies

1. Except as provided in Section 2 concerning claims made insurance policies, all insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from WETA's property, and the work has been formally accepted.

F. Evidence of Insurance

1. The CONTRACTOR shall furnish to WETA Certificates of Insurance or, upon request a certified copy of all policies, for all specified coverages prior to commencing work within ten (10) business days of award of contract. All policies and certificates required hereunder shall provide for thirty (30) days written notice to WETA of cancellation or reduction in limits. The certificates and policies shall also evidence any specific requirements of coverage as set forth in this Section.

G. Reporting of Incidents, Losses or Claims

1. The CONTRACTOR agrees to immediately notify WETA's Manager of Operations, at **(415) 364-3192** following any accident or injury, which occurs in connection with the Work under this AGREEMENT. In addition, the CONTRACTOR shall provide a detailed written report of the accident or injury to WETA within seven (7) days of its occurrence.