
TMWA Minimum Insurance Requirements (Services)

(additional limits may be required based on larger projects)

11. INSURANCE

11.1. By Vendor Unless expressly waived in writing by TMWA, Vendor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Vendor shall, at Vendor's sole expense, procure, maintain, and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Vendor.

Vendor shall include all subcontractors under its coverage or shall contractually require all of its subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When subcontractors provide separate coverage, they shall include TMWA as an additional insured under their commercial general liability without requiring a written contract or agreement between TMWA as the additional insured and subcontractor. Vendor shall require its subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming Vendor and TMWA as additional insureds.

11.2. Form of Coverage Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Vendor. Vendor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Vendor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Vendor has knowledge of any such failure, Vendor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

11.2.1. Additional Insured By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Vendor, TMWA, its officers, employees, and any other indemnitees included under this Agreement shall be included as additional insureds for all liability arising from the Agreement. Additional insured status shall apply until the expiration of time within which a claimant can bring suit per applicable law.

11.2.2. Waiver of Subrogation Each liability insurance policy, unless otherwise specified below, shall provide that the insurance company waives all right of recovery by way

of subrogation against TMWA, its officers, employees in connection with damage covered by any policy.

11.2.3. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions that exceed \$50,000 per occurrence or claim must be declared to TMWA prior to signing this Agreement. TMWA is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to and accepted by TMWA prior to the change taking effect. Vendor has the obligation to pay any applicable deductible of self-insured retention.

11.2.4. Approved Insurers Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to TMWA and (ii) currently rated by A.M. Best as “A, X or better.

11.3. Policies Required

11.3.1. Workers’ Compensation and Employer’s Liability Insurance Vendor shall provide proof of worker’s compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to, NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer’s Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Vendor waives all rights against TMWA, its officials, officers, employees, volunteers, and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer’s liability or commercial umbrella liability insurance obtained by tenant pursuant to this agreement. Vendor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

11.3.2. Commercial General Liability Insurance Vendor shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence. and Four Million Dollars (\$4,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

11.3.2.1. Additional Insured TMWA, its officials, officers, volunteers, employees, and any other Indemnites included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. Vendor shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to TMWA or any other indemnitees under this Agreement.

11.3.2.2. Waiver of Subrogation Vendor waives all rights against TMWA, its agents, officers, directors and employees and any other indemnitees listed in this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Vendor's insurer shall endorse CGL policy to waive subrogation against TMWA with respect to any loss paid under the policy.

11.3.3. Professional Liability/Errors & Omissions Insurance If applicable and as determined by TMWA, Vendor shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the Vendor services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and annual aggregate. Vendor shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

11.3.4. Technology Services Requirements If Vendor is providing technology services, including but not limited to software, hardware, networking, information security, information technology consulting and training, cloud computing, telecommunications services, data processing, data and application hosting, provision of managed services, programming, mobile services and web applications, coverage shall be included, without limitation, for any form of infringement of copyright or other intellectual property misuse including software copyright infringement, as well as, errors, omissions, or negligent acts in the performance or failure to perform technological services for others which result in claims for damage arising out of or alleging programming errors, software performance, or Vendor's failure to perform the services and the products Vendor delivers.

11.3.5. Business Automobile Liability Insurance Vendor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the

policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If Vendor does not have any owned or leased automobiles, TMWA may agree to accept Hired & Non-Owned Auto Liability Coverage included under the Vendor's Commercial General Liability.

If Vendor is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, TMWA may accept evidence of personal automobile liability with limits of insurance acceptable to TMWA.

11.3.5.1. Waiver of Subrogation Vendor waives all rights against TMWA, its agents, officers, directors and employees and any other Indemnitees listed in this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

11.3.6. Vendors Pollution Liability Insurance If applicable and as determined by TMWA, Vendor shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents that arise from the operations of Vendor described under the scope of services of this contract.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least One Million Dollars (\$1,000,000) per claim, with an annual aggregate of at least Two Million Dollars (\$2,000,000).

TMWA, its officials, officers, employees, and volunteers shall be included as insureds under Vendor's pollution liability insurance.

If coverage as required herein is written on a claims-made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time that work under the contract is completed.

11.3.7. Property Insurance If applicable and as determined by TMWA, Vendor shall obtain and maintain in force commercial property insurance covering products, equipment or other materials being provided under this Agreement. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Commercial property insurance shall cover the replacement cost of the property insured. TMWA shall be included as an insured and loss payee under the commercial property insurance with respect to its interest in the covered property.

11.3.8. Network Security and Privacy Liability If Vendor will have access to TMWA computer or network systems for any reason and/or access to data including personal information (as defined in NRS 603A.040) or confidential information, Vendor shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than One Million Dollars (\$1,000,000) per claim and annual aggregate.

11.3.9. Crime Insurance If Vendor will have care, custody, or control of TMWA money, securities or other property, Vendor shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Coverage shall be endorsed to include coverage for loss of TMWA money, securities and other property in the care, custody, or control of Vendor.

11.4. Evidence of Insurance Prior to the start of any Work, Vendor must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013 or via email to purchasing@tmwa.com.

11.4.1. Certificate of Insurance Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, Vendor shall provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Vendor. TMWA reserves the right to require complete, certified copies of all required insurance policies, including all subcontractor policies, at any time. Copies of policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

11.4.2. Additional Insured Endorsements An Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

11.4.3. Policy Cancellation Notification Vendor or its insurers shall provide at least thirty (30) days' prior written notice to TMWA prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. Vendor shall be responsible to provide prior written notice to TMWA as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

11.4.4. Other Conditions Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at TMWA's option.

If Vendor fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, TMWA shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.

Any waiver of Vendor's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of TMWA. Failure of TMWA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TMWA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

By requiring insurance herein, TMWA does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to TMWA in this Agreement. The insurance requirements of this Agreement shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

If Vendor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.