

EXHIBIT C

REQUEST FOR PROPOSALS #18-001

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

Vessel Construction Management Services

INSURANCE REQUIREMENTS

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A- or better.

- a) COMMERCIAL GENERAL LIABILITY coverage (including but not limited to premises and operations; completed operations and products liability; personal injury and advertising injury; and contractual liability on written contracts) of not less than:

One Million Dollars (**\$1,000,000**) combined single limit per occurrence for bodily harm and property damage; and

Two Million Dollars (**\$2,000,000**) general aggregate annual limit.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain Separation of Interests Clause and Primary and Non-contributory language.

- b) AUTOMOBILE LIABILITY INSURANCE coverage (including but not limited to use of all owned and non-owned vehicles, uninsured motorists, and leased and hired vehicles) of not less than:

One Million Dollars (**\$1,000,000**) combined single limit per occurrence and aggregate for bodily harm and property damage.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement

- c) PROFESSIONAL LIABILITY (Errors and Omissions) INSURANCE coverage for Errors and Omissions in an amount not less than one million dollars (**\$1,000,000**) per occurrence or claim, two million dollars (**\$2,000,000**) aggregate.

- d) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Workers Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

U.S. Longshoreman and Harbor Workers (USL&H) coverage if the Contract involves work on or adjacent to navigable water, as defined by the U.S. Department of Labor. If USL&H coverage applies, the Contract requires proof of insurance coverage in compliance with statutory requirements of the Longshoreman and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).

Employer's Liability coverage with minimum limits of one million dollar (**\$1,000,000**).

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Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

Waiver of Subrogation.

- e) HULL AND MACHINERY INSURANCE coverage as applicable for work that involves marine activities or work from boat, vessel, skiff, floating platform, or any other equipment that floats, CONSULTANT shall provide coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.
- f) PROTECTION AND INDEMNITY INSURANCE coverage as applicable for work performed using floating platforms, skiffs, boats, vessels, or any other equipment that floats in an amount not less than **\$2,000,000** per occurrence and aggregate.
- g) CLAIMS MADE COVERAGE. 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:

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

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

If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from Work performed under this Contract.

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

- h) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from WETA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event WETA seeks coverage as an additional insured under any Consultant policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act or omission of Consultant, subconsultant, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subconsultant is not a named defendant in the lawsuit.