

**INSURANCE REQUIREMENTS FOR PRIVATELY OWNED WIRELESS
COMMUNICATIONS FACILITIES ERECTED AND/OR MAINTAINED
ON CITY PROPERTY**

Revised August 14, 2023

a. Insurance. During the term of the Agreement, Company shall maintain in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with limits of one hundred thousand dollars (\$100,000.00) for each accident/disease/policy limit.

ii. Commercial general liability insurance with limits of five million dollars (\$5,000,000.00) per occurrence for bodily injury and property damage and five million dollars (\$5,000,000.00) general aggregate including for bodily injury, personal and advertising, and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance in an amount of two million dollars (\$2,000,000.00) combined single limit each accident covering all owned, hired, and non-owned vehicles in use by Company.

iv. Excess/Umbrella Liability with a limit of five million dollars (\$5,000,000.00) per occurrence and aggregate providing coverage above the primary commercial general liability, commercial automobile and employer's liability insurance.

v. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation or modification of the Company Equipment. Upon completion of any installation or modification to the Company Equipment, Company shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Company Equipment. The amount of insurance at all

times shall be representative of the insurable values installed or constructed. Company may self-insure this coverage.

vi. All required policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

b. Additional Insureds. Company shall include City and its officers, boards, commissions and employees as additional insureds ("**Additional Insureds**") as their interests may appear under this Agreement on required commercial general liability insurance policies, with respect to the operations of the named insured. City's additional insured status shall (i) be limited to bodily injury, property damage, or personal and advertising injury caused, in whole or in part, by Company or its employees; and (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City or its employees, or where such coverage is prohibited by law or to claims arising out of the gross negligence of City or its employees.

c. Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by Company in compliance with this paragraph, shall be filed and maintained with City annually during the term of the Agreement. Company shall immediately advise City of any claim or litigation that may result in liability to City.

d. Cancellation of Policies of Insurance. Company shall provide at least thirty (30) days' advance written notice to the Site Manager of the City of Westminster site upon which the facility is installed of any cancellation or non-renewal of any required coverage that is not replaced.

e. Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers eligible to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A minus or better by A.M. Best Company.

f. Deductibles. Company agrees to indemnify and hold harmless City, the Indemnitees, and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

g. Self-Insurance. Notwithstanding the forgoing, Company may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Company elects to self-insure its

obligation under this Agreement to include City as an additional insured, the following conditions apply:

(i) City shall promptly and no later than thirty (30) days after notice thereof provide Company with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Company with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Company; and

(iii) City shall fully cooperate with Company in the defense of the claim, demand, lawsuit, or the like.

h. Contractors. Company shall require that every one of its contractors and their subcontractors who perform work on the Site obtain and maintain substantially the same coverage as required of Company with appropriate limits of insurance. If the Company's contractors and subcontractors do not obtain the exact same levels of coverage required of the Company, the Company shall submit the specific coverages to the City in advance of any contractor or subcontractor performing work on the Site, to afford the City the opportunity to review and ensure that the levels of coverage are, in the City's reasonable discretion, substantially the same.

i. Review of Limits. Once during each Renewal Term year during the term of this Agreement, City may review the insurance coverages to be carried by Company. If City reasonably determines that higher limits of coverage are necessary to protect the interests of City or the Additional Insureds, Company shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.