

ATTACHMENT "F"

Insurance Requirements

Contractor shall maintain in effect at all times during the full term of its Work insurance coverages with Limits not less than those set forth below and subject to the conditions and requirements also set forth below. None of the requirements contained herein, including but not limited to requirements relating to types and limits of coverage, are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by the Contractor under this Agreement or as otherwise provided by law.

1. **Commercial General Liability** (combined single Limit for Bodily Injury and Property Damage Liability). This policy shall be on a form acceptable to the Owner, state that this insurance is **primary** insurance as regards any other insurance carried by Owner, shall apply to this Project only, and shall include the following coverages at the following minimum limits:

\$4,000,000	General Aggregate
\$4,000,000	Premises/Completed Operations Aggregate
\$1,000,000	Personal Injury
\$2,000,000	Combined Single Limit, Per Occurrence
\$1,000,000	Bodily Injury

Coverage provided shall include the following:

- a) Premises/operations,
 - b) Contractor's Protective for Contractor's liability arising out of the hire of Subcontractors (Independent Contractors),
 - c) Aggregate Limits of Insurance Per Project,
 - d) Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Contract Documents,
 - e) Personal Injury Liability with Employment and Contractual exclusions removed,
 - f) Broad Form Property Damage including Completed Operations,
 - g) Product/Completed Operations for a period of **ten** years following acceptance of Contractor's Work,
 - h) All other "Broad Form CGL" coverages, without Limitation,
 - i) Explosion, collapse, and underground damage to property of others (XCU) where such exposures exist.
2. **All Risk Builder's Risk Insurance / Installation Floater.** Prior to commencement of the Work, Contractor shall obtain on a policy form acceptable to the Owner, and thereafter at all times during the performance of the Contract maintain, All Risk Builder's Risk Insurance insuring the interest of Owner, Trustee (if requested), Contractor and Subcontractors as their interest may appear, set forth in the single policy, including coverage against collapse and the coverage available under the so-called Installation Floater, written on the completed value basis in an amount not less than the Contract Price of Contractor's contract (including subcontracts) and all authorized and approved Change orders. Coverage will include all materials, supplies and equipment that are specifically intended for installation into the Work while such materials, supplies and equipment are temporarily located off the Site of the Work on the purpose of repair, adjustment or storage at the risk of one of the insured parties. Coverage will not include any tools or clothing of workmen or of any tools,

equipment, protective fencing, scaffolding, temporary structures, forms and equipment, or other property owned, rented, or used by Contractor, any Subcontractors or Subcontractors and used in the performance of the Work unless the value of such items is included in the Cost of the Work and such items are specifically identified in the contract documents. Owner shall not be liable or responsible for any loss or damage whatever to the items excluded in this paragraph and Contractor shall indemnify Owner and hold owner harmless from any claims or causes of action brought by any persons or parties as a result of loss or damage to such excluded items. Coverage shall include up to \$13,000,000 (full replacement value of the completed project).

In the event that it is necessary to operate permanently installed equipment on anything other than a testing basis, or in the event it is necessary for owner to occupy a part or the entirety of the Work, the All Risk Builder's Risk insurance policy must be endorsed to permit same. Contractor must give Owner at least ten (10) days prior written notice concerning anticipated testing of equipment.

- 3. Business Automobile Liability.** This policy shall be on a standard form (approved by the Texas Department of Insurance) written to cover all owned, hired and non-owned automobiles, subject to the following minimum limits:

\$1,000,000 Each occurrence and Each Accident for Bodily Injury
\$1,000,000 Property Damage Liability

or \$1,000,000 Combined Single Limit Each Accident

- 4. Workers' Compensation/Employers' Liability.** Contractor shall maintain during the term of the Work Statutory Workers' Compensation Insurance Coverage [as defined in the Texas Labor Code] for all of Contractor's workers at the site of the project. In case any work is sublet, the Contractor shall require all Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor, or, when applicable, Contractor has complied with the requirements for joint agreements with independent contractors. United States Longshoreman and Harbor Act coverage shall be provided where such exposure exists. No "alternative" form of coverage will be accepted under any condition ("Occupational Accident and Excess Employers Indemnity Policies" are not acceptable.)

Additionally, Contractor shall maintain during the term of the Work Employers' Liability Coverage with limits of \$1,000,000 per occurrence.

- 5. Umbrella Liability Insurance.** Contractor shall furnish umbrella excess liability insurance coverage on a policy form acceptable to Owner, providing coverage in excess of the limits specified above (except for Workers' Compensation Insurance). Such policy shall have the same inception and expiration dates as the underlying liability policies and coverage no less broad than those in the primary policies or program. Minimum limits shall be:

\$10,000,000 Each Occurrence
\$10,000,000 Annual Aggregate

6. **Insurer Requirements, Rating and Forms.** Contractor's insurance coverage must be written with insurance companies licensed and admitted by the Texas Department of Insurance to provide such insurance coverage in the State of Texas and must be written under either Texas Department of Insurance standard forms or forms of policies satisfactory to Owner. All such insurers must be reasonably acceptable to Owner and, other than the insurer(s) providing the Workers' Compensation Insurance Coverage, rated no less than A- V as shown in the most current issue of A.M. Best's Key Rating Guide.
7. **Occurrence Basis.** When commercially available, all such policies shall be written on an Occurrence (not Claims made) basis. If coverages are provided on "a claims" made basis, the policy date or retroactive date shall not predate this Agreement. The termination date of the policy or applicable extended reporting period shall be not earlier than two years after Contractor's completion of the work.
8. **Additional Insured/Primary Liability.** City of Waxahachie, and their, officers, employees and agents, Architexas, and Vidaurri Management Group and its sub-consultants shall be added as an Additional Insured on Commercial General, Auto, Umbrella, and all other Liability policies carried and maintained by Contractor excepting Workers' Compensation/Employers Liability (collectively referred to as "Liability Policies"). All such Liability Policies carried and maintained by Contractor must be endorsed to be primary to the extent applicable to any liability insurance policies carried by Owner with respect to Contractor's operations hereunder.
9. **Waivers of Subrogation.** Waivers of Subrogation shall be provided in favor of the City of Waxahachie, and their officers, agents, and employees, Vidaurri Management Group, and Architexas and its sub-consultants on All Risk Builder's Risk, Commercial General, Auto Workers' Compensation/Employers, Umbrella, and all other Liability policies carried and maintained by Contractor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except with respect to the gross negligence or willful misconduct of City, its employees, or agents.
10. **Evidence of Insurance.** Evidence of the insurance coverage required to be maintained by the Contractor, represented by Certificates of Insurance issued by the insurance carrier or its legal agent, must be furnished to the Owner within a reasonable time after this agreement has been signed not to exceed ten (10) days. New certificates of Insurance shall be provided to Owner prior to the current certificate(s) coverage termination date if prior to completion of the Work. Lapsed coverage of insurance required by this Agreement is an Act of Default under the Contract. Such Certificates of Insurance shall specify:
 - a) Owner as a Certificate Holder with correct mailing address.
 - b) Insured's name, which must match that on the Agreement.
 - c) Companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
 - d) Producer of the certificates with correct address and phone listed.
 - e) Certificate Holder has been named as an Additional Insured as respects the General and Auto Liability policies described herein.
 - f) Waivers of Subrogation in favor of Certificate Holder on General, Auto and Workers' Compensation/Employers liability policies.
 - g) The General and Auto Liability policies described are primary to the extent applicable in respect to the Additional Insured.

- h) The Owner will be notified in writing thirty (30) days prior to the cancellation of or reduction in coverage or intent not to renew coverage, and elimination of “endeavor to” and “but failure to

mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” for the cancellation provision.

- i) Contractor will retain retro dates with any new carrier.
- j) A certificate of insurance evidencing the required insurance shall be submitted to City not later thirty (30) days prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.
- k) During the term of this Contract, Contractor shall maintain Statutory Workers’ Compensation insurance coverage or other benefit plans for work-related injuries as allowed by Applicable Law.
- l) Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage there under materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under Applicable Law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days before the effective date of such cancellation.

11. SUBCONTRACTORS INSURANCE. Insurance similar to that required of Contractor, other than the Umbrella Liability Insurance, shall be furnished by all Subcontractor(s) to cover their operation performed under any Agreement; provided, however, that the minimum coverage by Subcontractors for General Aggregate under their Comprehensive General Liability shall be \$1,000,000 on minor subcontracts (under \$25,000) and \$2,000,000 on major subcontracts. Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the Waivers in favor of, and Additional Insured status of, the Owner, as required herein, and make them available to the Owner upon request. The term “Subcontractor(s)” shall include Subcontractor of any tier.