

EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.
2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

TYPE OF COVERAGE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Employer's Liability

Bodily Injury by Accident

\$ 1,000,000 per Accident

Bodily Injury by Disease

\$ 1,000,000 per Employee

\$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability

(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance

(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	<u>\$ 1,000,000</u> per Person <u>\$ 1,000,000</u> per Occurrence
Property Damage	<u>\$ 1,000,000</u> per Person <u>\$ 1,000,000</u> per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- A.** This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Flood insurance

(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage \$ 5,000,000

Workers' Compensation Insurance

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.
- C.** Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- D.** If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.
- E.** Contractor shall obtain from each person providing services on a project, and provide to County:
 - (1)** a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2)** no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F.** Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

- G.** Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- H.** Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** Contractor shall contractually require each person with who it contracts to provide services on a project, to:
- (1)** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2)** provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3)** provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (4)** obtain from each other person with whom it contracts, and provide to Contractor:
 - a.** a certificate of coverage, prior to the other person beginning work on the Project; and
 - b.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (5)** retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;
 - (6)** notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.
3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars (\$ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.