Harris County Minimum Insurance Requirements Attachment

A. All insurance policies procured and maintained by Contractor[1] must be written with insurance companies licensed to do business in the state where the Work will be performed, and carry a rating of A- VII or better as shown in the most current issue of A.M. Best's Key Rating Guide in the type and in amounts no less than as set forth below, where required limits may be met by any combination of primary and excess/umbrella liability insurance. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. County also reserves the right to consider any insurance not in compliance with the requirements herein as a material breach of contract.

1. Workers' Compensation and Employer's Liability Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Workers' ("USL&H") Compensation Act, Outer Continental Shelf Lands Act, Jones Act, and Death on the High Seas Act. In addition, insurance coverage must meet the following requirements:
   i) Workers' Compensation Limits: The minimum limits of this insurance will be no less than the statutory limits;
   ii) Employer's Liability Limits: The minimum limits of this insurance will be no less than $1,000,000 for each accident and disease, including with respect to work entailing maritime or USL&H Compensation Act obligations;
   iii) This insurance is to cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" form of insurance is permitted;
   iv) Employees leased through a Professional Employment Organization ("PEO") are not permitted, unless the PEO provides workers' compensation coverage with an alternate employer endorsement naming County Indemnified Parties and Contractor as alternate employers; and
   v) To the extent permitted by law, Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties on form WC 42 03 04 or the equivalent form for Work to be performed in any State other than Texas.

2. Commercial General Liability Insurance with a combined single limit of liability for bodily injury and property damage of the amounts listed in **Table 1** of this **Attachment** to be issued on the most recently reasonably available and unmodified Insurance Services Office ("ISO") Coverage Form CG 00 01 (or equivalent), and that will cover liability arising from premises, ongoing operations, and completed operations. Contractor agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Contract in identical coverage, form, and amount, including required endorsements, for not less than 5 years following the date of Substantial Completion of the Work by Contractor. In addition, insurance coverage must meet the following requirements:
   i) A Designated Construction Project(s) General Aggregate Limit will be provided on ISO form CG 25 03 05 09;
   ii) Coverage will include, but not be limited to, liability assumed by Contractor under the Contract, including the tort liability of another assumed in a business contract, and will include unmodified Separation of Insureds coverage and have no exclusion for Action-Over claims;
   iii) Additional Insured status will be provided in favor of County Indemnified Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent) to the extent permitted by law, as well as CG 20 10 04 13 and CG 20 37 04 13 (or equivalent) for those exposures subject to an anti-indemnity act;

[1] The terms "Change Order," "Contract," "Contract Price," "Contractor," "County," "County Indemnified Parties," "Project," "Subcontractor," "Substantial Completion," and "Work" are defined in the General Conditions.

iv) This insurance will be endorsed to provide primary and noncontributing liability coverage by ISO form CG 20 01 04 13 to any insurance or self-insurance by the Additional Insured;
v) Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties on ISO form CG 24 04 05 09 (or equivalent); and
vi) The following exclusions / limitations or their equivalents are prohibited: (a) amendment of Insured Contract Definition (ISO CG 24 26); (b) any endorsement modifying the Employer's Liability exclusion; (c) Classification or Business Description; (d) Construction Defect Completed Operations; (e) Contractual Liability Limitation (ISO CG 21 39); (f) Damage to Work Performed by Subcontractors On Your Behalf (ISO CG 22 94 or CG 22 95); (g) any "faulty work" or "defective work" exclusion (*e.g.*, ML 1333 or GL RFWETX 01 15) (h) Explosion, Collapse and Underground Property Damage Hazard (ISO CG 21 42 or CG 21 43); (i) "Insured vs. Insured" except Named Insured vs. Named Insured; (j) Known, Continuous or Progressive Injury or Damage; (k) limitation of Coverage to Designated Premises, Project or Operation (ISO CG 21 44); (l) Noncumulation; (m) Prior Injury or Prior Damage or Prior Work; (n) Punitive, Exemplary or Multiplied Damages (unless such endorsement has an exception where insurance for such damages is permitted by law); (o) Subsidence; (p) Work Height; and (q) any other exclusion or limitation reasonably unacceptable to County.

3. Business Automobile Liability Insurance, issued on the current edition of ISO form CA 00 01 (or equivalent), covering damages because of bodily injury or property damage caused by an accident and resulting from the ownership, maintenance, or use (i) of any auto, including owned (including County vehicles if Contractor drives such vehicle),[2] non-owned, leased, rented, and hired autos, including coverage for loading and unloading, used in the performance of this Contract, and (ii) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws, with a combined single limit of not less than the amounts listed in **Table 1** of this **Attachment** per accident. In addition, insurance coverage must meet the following requirements:
   i) Additional insured status will be provided in favor of County Indemnified Parties on ISO form CA 20 48 10 13 (or equivalent);
   ii) This insurance will be endorsed to provide primary and noncontributing liability coverage by ISO form CA 04 49 11 16 (or equivalent) to any insurance or self-insurance by the Additional Insured; and
   iii) Contractor agrees to waive its rights of recovery and will cause this insurance policy to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties on ISO form CA 04 44 10 13 (or equivalent).

4. Contractor's Pollution Liability insurance with limits of the amounts listed in **Table 1** of this **Attachment**, including completed operations coverage for a minimum of not less than 5 years following the date that Substantial Completion of the Work by Contractor occurs. Project-specific Contractor's Pollution Liability insurance policies will have completed operations coverage for at least the duration of the Work plus not less than 5 years following Substantial Completion of the Work by Contractor. In addition, insurance coverage must meet the following requirements:
   i) The policy must insure contractual liability, name County Indemnified Parties as an Additional Insured, and be primary and noncontributory to all insurance or self-insurance by the Additional Insured;
   ii) If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the dates of the Contract or the commencement of Contractor services in relation to the Work; and
   iii) Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties.

[2] To be clear, Harris County Universal Services' Fleet Vehicle Policy bars contractors from operating County vehicles.

5. Excess/Umbrella Liability Insurance with limits of not less than of the amounts listed in **Table 1** of this **Attachment** providing additional limits of insurance to the coverage described in subsections 1 (except Workers' Compensation), 2, and 3 above. This insurance will follow form of the underlying coverages and/or it will be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waivers of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance or self-insurance (primary, umbrella, contingent or excess) maintained by County Indemnified Parties. The coverage will have the same inception date as the commercial general liability and employer's liability coverages required herein. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits. This insurance is to include a duty to defend any insured and associated defense costs that will be outside of (or in addition to) the limits of liability (not inside the limits). In addition, insurance coverage must meet the following requirements:
   i) The policy must insure contractual liability, name County Indemnified Parties as an Additional Insured, and be primary and noncontributory to all insurance or self-insurance by the Additional Insured;
   ii) Claims-Made based coverage is prohibited; and
   iii) Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties.

6. Contractor is required to maintain Professional Liability insurance of no less than the limits listed in **Table 1** of this **Attachment** and meeting at least the following specifications if Contractor's Work or any Work of any party for whom Contractor is responsible includes any design, engineering, consulting, construction management or professional services. In addition, insurance coverage must meet the following requirements:
   i) Such insurance shall cover all professional services rendered by Contractor and its vicarious liability arising out of engagement of Subcontractors under the Contract, including but not limited to design or design/build services, consulting or construction management. A professional liability endorsement to a general liability policy is not acceptable.
   ii) Any retroactive date must be effective prior to the earlier of the dates of the Contract or the commencement of Contractor services in relation to the Work.
   iii) To the extent permitted by law, Contractor waives its rights of recovery from County and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County. **THE FOREGOING WAIVER APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF COUNTY.**
   iv) This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:
      a) Bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors;
      b) Contractual liability or any other similar exclusion that would serve to exclude coverage for liability assumed in connection with the underlying agreement;
      c) Construction delays;
      d) Construction management exclusions (if applicable);
      e) Cost estimating;
      f) Cost to repair or replace Subcontractors faulty work*;
      g) Design build services;
      h) EIFS ("exterior insulation finish systems") if the Work potentially includes such exposure;
      i) Exception to contractual liability exclusion for liability that would exist in the absence of contract or agreement, warranty or guarantee;
      j) Financial loss or economic damages arising from construction means, methods, or temporary works*;
      k) Habitational, residential, or multi-family operations, if the Work is to be performed on such a project;

l) Lead, silica, mold and/or microbial matter and/or fungus and/or biological substance, asbestos or other pollution or environmental conditions;
m) Natural Resource Damages;
n) Naturally occurring substances;
o) Punitive, exemplary or multiplied damages (coverage shall be provided for fines/penalties, punitive and multiplied damages where permitted by law);
p) Property damage to the work performed;
q) Safety*;
r) Subcontractor actions against design-build; or
s) Technology-related.

*These exclusions are acceptable where an exception applies for damages resulting from negligent acts, errors, or omissions in the provision of professional services.

v) Contractor agrees to maintain Professional Liability insurance with respect to the Work performed under the Contract in identical coverage, form and amount, including required endorsements for the full term of the statute of repose beyond termination of the Contract. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy will not be sufficient to meet the terms of this provision.

7. Contractor is to maintain "all risk" Builder's Risk insurance at all times prior to acceptance of the Work by County unless the Contract specifically waives this requirement or provides that County shall furnish Builder's Risk coverage. In addition, insurance coverage must meet the following requirements:

i) Insureds shall include County, Contractor, and Subcontractors as Named Insureds.
ii) Limits of coverage are to be the initial Contract Price as increased by amount of subsequent modification of the Contract Price through Change Orders or otherwise. Coverage shall be provided in amount equal at all times to the full replacement value and cost of debris removal for any single occurrence for new construction and if applicable replacement cost on existing building(s) or structure(s).
iii) Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss form and shall include coverage for theft, collapse, flood and earthquake. All exclusions must be pre-approved by County. This insurance is to be written on a Completed Value, non-reporting form basis and shall be primary to any other insurance coverage available to the Named Insureds, with that other insurance being excess, secondary and noncontributing. No coinsurance is permitted.
iv) Such insurance shall cover permanent and temporary Work including but not limited to:
a) All building(s) or structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;
b) All temporary structures (e.g., cofferdams, construction forms, cribbing, falsework, fencing, hoarding, office trailers and their contents, scaffolding, signs, site lighting, temporary utilities and buildings or structures) located at the site and incidental to completion of the Project;
c) All property including equipment, machinery, materials and supplies on site for installation;
d) All property including equipment, machinery, materials and supplies at other locations but intended for installation at the site;
e) All property including equipment, machinery, materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and
f) Other property for which an insured is liable in connection with the Project.
v) Use of an AAIS ("American Association of Insurance Services") form is not permitted.
vi) Deductibles shall not exceed:

All Risks of Direct Damage, Per Occurrence, except as follows:	$10,000
a. Windstorm	1% of the value of the damaged building or structure
b. Delayed Opening Waiting Period	5 days

c. Earthquake and Earthquake Sprinkler Leakage, Per Occurrence	$50,000
d. Flood, Per Occurrence, excess of maximum available through National Flood Insurance Program	$50,000

vii) Any loss paid under this Builder's Risk insurance shall be adjusted with County and made payable to County as fiduciary for the insureds, as their interest may appear.

viii) All Builder's Risk deductibles and retentions shall be paid by, assumed by, for the account of, and at the sole risk of Contractor. Contractor shall not be reimbursed for same by County.

ix) Contractor's Work includes any enforcement of and compliance with any protective safeguards including but not limited to cameras, watchmen, fencing, lighting, securing, monitoring, and water intrusion detection systems that may be required under Contractor or County's Builder's Risk policy.

x) The termination of coverage provision shall be endorsed to permit occupancy of the coverage property being constructed.

xi) This insurance shall be maintained in effect, unless otherwise provided for in the Contract, until the earliest of the following dates:
   a) The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;
   b) The date of final payment, as provided in the Contract; or
   c) The date on which the insurable interests in the Covered Property of all insureds other than County have ceased.

xii) To the extent permitted by law, Contractor waives its rights of recovery from, and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of, (1) County, (2) the Project, (3) Subcontractors, and (4) any other person or entity performing Work by, through or under Contractor. The policy or policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this provision shall not prohibit this waiver of subrogation. **THESE WAIVERS SHALL BE EFFECTIVE AS TO A PERSON OR ENTITY (A) EVEN THOUGH THAT PERSON OR ENTITY WOULD OTHERWISE HAVE A DUTY OF INDEMNIFICATION, CONTRACTUAL OR OTHERWISE, (B) EVEN THOUGH THAT PERSON OR ENTITY DID NOT PAY THE INSURANCE PREMIUM DIRECTLY OR INDIRECTLY, (C) WHETHER OR NOT THE PERSON OR ENTITY HAD AN INSURABLE INTEREST IN THE DAMAGED PROPERTY, AND (D) EVEN IF THE PERSON OR ENTITY WAS AT FAULT, NEGLIGENT, OR LIABLE UNDER STRICT LIABILITY.**

xiii) This insurance shall be endorsed to provide that the carrier will have no right of cancellation except due to non-payment of premium.

xiv) It is the responsibility of Contractor and its Subcontractors to provide coverage for its equipment, materials and tools used on this Project and not insured by this Project's Builder's Risk policy.

B. **THE INSURANCE REQUIREMENTS SET FORTH IN THIS ATTACHMENT WILL IN NO WAY LIMIT CONTRACTOR'S LIABILITY OR RESPONSIBILITY UNDER THIS CONTRACT NOR WILL THEY BE CONSTRUED TO BE THE ULTIMATE TYPES AND AMOUNTS OF INSURANCE CONTRACTOR SHOULD MAINTAIN TO ADEQUATELY INSURE ITSELF. THE "LIMITS" SET OUT IN THIS ATTACHMENT ARE THE MINIMUM DOLLAR AMOUNT OF INSURED COVERAGE FOR THE RISK, CAUSE OF LOSS, OR PERIL SPECIFIED. IF CONTRACTOR OR ITS SUBCONTRACTORS MAINTAIN GREATER LIMITS, THEN THESE SPECIFICATIONS WILL NOT LIMIT THE AMOUNT OF RECOVERY AVAILABLE TO COUNTY INDEMNIFIED PARTIES AND THE LIMITS SPECIFIED ABOVE AS THE MINIMUM LIMITS ARE INCREASED TO THE GREATER LIMITS AVAILABLE UNDER THE POLICIES PROCURED BY CONTRACTOR AND ITS SUBCONTRACTORS.**

C. A waiver of subrogation will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and/or whether or not the person or entity had an insurable interest in the property damaged.

D. It is further expressly agreed by Contractor that any and all premiums and deductibles, and/or any other charges due with respect to the policies of insurance, will be assumed by and for the account of Contractor. No deductible will exceed $50,000 without prior written approval of County, except as otherwise specified in this **Attachment**. If Contractor elects to maintain insurance required in this **Attachment** subject to deductibles exceeding $50,000.00, County will maintain all rights and obligations between it and Contractor as if Contractor maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required in this **Attachment**. Contractor will pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorneys' fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Contractor had maintained the insurance pursuant to this **Attachment**. All deductibles will be paid by, assumed by, for the account of, and at Contractor's sole risk. Contractor will not be reimbursed for same.

E. If the forms of policies, endorsements, certificates, or evidence of insurance required by this **Attachment** are superseded or discontinued, County will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this **Attachment** must be approved in advance by County.

F. Contractor will provide County with evidence of insurance prior to Work commencing under this Contract. Contractor will also provide County refreshed evidence of continued insurance prior to the expiration of the current policies. Insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance or approved state form, signed by an authorized representative. Copies of the following will also be provided: (i) General Liability Additional Insured endorsement(s); (ii) General Liability Schedule of Forms and Endorsements page(s); and (iii) 30-Day Notice of Cancellation endorsement applicable to all required policies. Upon request by County, and within three business days, copies of any and all insurance policies required in this **Attachment** will be submitted to County electronically.

G. Commencement of Work without provision of the required certificate of insurance, evidence of insurance, and/or required endorsements, or without compliance with any other provision of the Contract or this **Attachment**, will not constitute a waiver by any County Indemnified Party of any rights. County will have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from performing any Work until the certificate of insurance, evidence of insurance, and/or required endorsements are received and approved by County.

H. It is the specific intent of the parties to the Contract that all insurance required in this **Attachment** will be primary to and will seek no contribution from any other insurance or self-insurance (primary, umbrella, contingent or excess) maintained by County Indemnified Parties, with County Indemnified Parties' insurance and/or self-insurance being excess, secondary and noncontributing. County must be notified immediately upon knowledge of possible damage claims that might cause a reduction below 75% of any aggregate limit of any policy.

I. If Contractor fails to maintain the coverages specified above and in **Table 1** of this **Attachment**, County will have the right and option (but not the obligation) to secure on behalf of Contractor any of the coverages listed in this **Attachment** required to be carried by Contractor, on terms equivalent to the terms set forth in this **Attachment**. Upon the exercise of the option, the Contract Price will immediately be reduced by the amount of County's costs for carrying and maintaining the coverage as provided in this **Attachment**. If County exercises the option, the Parties will execute a Change Order to reduce the Contract Price and to include the insurance as procured in this **Attachment**. The reduction in Contract Price will take into account any material differences between the terms and conditions of the coverage(s) County secured and the terms and conditions of Contractor's coverage(s).

J. Contractor waives all rights of recovery and releases, and will cause its Subcontractors to release, County Indemnified Parties from any and all claims or causes of action whatsoever that Contractor

and/or its Subcontractors might otherwise now or later possess resulting in or from or in any way connected with any loss covered by insurance, whether required in this **Attachment** or not, or which should have been covered by insurance required in this **Attachment**, including the deductible and/or self-insured/uninsured portion of coverage, maintained and/or required to be maintained by Contractor and/or its Subcontractors pursuant to the Contract.

K. Contractor is fully responsible for loss and damage to its property on the Site, including tools and equipment, and shall take the necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering Contractor's or its Subcontractor's property shall be Contractor's and its Subcontractor's sole and complete means for recovery for any such loss. To the extent any loss is not covered by Contractor's or Subcontractor's insurance or is subject to any deductible or co-insurance, Contractor and its Subcontractors will not be reimbursed for same by County or by the Project's insurance policies. If Contractor or its Subcontractors choose to self-insure this risk, it is expressly agreed that Contractor hereby waives, and will cause its Subcontractors to waive, any claim for damage or loss to said property in favor of County Indemnified Parties.

TABLE 1

Unmodified Contract Price	Insurance Type	Insurance Amount
Up to $1,000,000.00	**Commercial General Liability**	
	Per Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products / Completed Operations Aggregate	$2,000,000
	Personal & Advertising Injury Offense	$1,000,000
	Business Automobile Liability	$1,000,000
	Contractor's Pollution Liability	
	Each Claim	$1,000,000
	Annual Aggregate	$1,000,000
	Excess/Umbrella Liability	$3,000,000
	Professional Liability	
	Each Claim	$1,000,000
	Annual Aggregate	$1,000,000
	If combined with Pollution Liability (Each Loss & Aggregate)	$2,000,000
$1,000,000.01 – $10,000,000.00	**Commercial General Liability**	
	Per Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products / Completed Operations Aggregate	$2,000,000
	Personal & Advertising Injury Offense	$1,000,000
	Business Automobile Liability	$1,000,000
	Contractor's Pollution Liability	
	Each Claim	$1,000,000
	Annual Aggregate	$1,000,000
	Excess/Umbrella Liability	$5,000,000
	Professional Liability[3]	
	Each Claim	$2,000,000
	Annual Aggregate	$2,000,000
	If combined with Pollution Liability (Each Loss & Aggregate)	$3,000,000
$10,000,000.01 – $25,000,000.00	**Commercial General Liability**	
	Per Occurrence	$2,000,000
	General Aggregate	$5,000,000
	Products / Completed Operations Aggregate	$5,000,000
	Personal & Advertising Injury Offense	$2,000,000
	Business Automobile Liability	$1,000,000
	Contractor's Pollution Liability	
	Each Claim	$2,000,000
	Annual Aggregate	$5,000,000
	Excess/Umbrella Liability	$10,000,000
	Professional Liability[4]	
	Each Claim	$2,000,000
	Annual Aggregate	$4,000,000
	If combined with Pollution Liability (Each Loss & Aggregate)	$5,000,000
Over $25,000,000.00	**Commercial General Liability**	
	Per Occurrence	$2,000,000
	General Aggregate	$5,000,000
	Products / Completed Operations Aggregate	$5,000,000
	Personal & Advertising Injury Offense	$2,000,000

[3] Can be obtained through a combination of primary and excess layer insurance policies.
[4] Can be obtained through a combination of primary and excess layer insurance policies.

	Business Automobile Liability	$1,000,000
	Contractor's Pollution Liability	
	Each Claim	$2,000,000
	Annual Aggregate	$5,000,000
	Excess/Umbrella Liability	$25,000,000
	Professional Liability[5]	
	Each Claim	$5,000,000
	Annual Aggregate	$5,000,000
	If combined with Pollution Liability (Each Loss & Aggregate)	$8,000,000

[5] Can be obtained through a combination of primary and excess layer insurance policies.