

Request for Proposal (RFP)

Attachment 11: Insurance Requirements

3202600121- CCRC Parking Lot Resurfacing

For the duration of any Contract resulting from this Solicitation, the Successful Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in **Attachment 11 - Insurance Requirements** supersedes **Attachment 1 – TWC Terms and Conditions**.

Notwithstanding the preceding, TWC reserves the right to consider reasonable alternative methods of ensuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to TWC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. TWC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

1 General Insurance Requirements

- 1.1** At a minimum, the Successful Respondent shall carry insurance in the types and amounts indicated in this **Attachment 11, Insurance Requirements, Under Section 3**. The insurance shall be evidenced by delivery to TWC certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, TWC and/or its agents shall be entitled to receive, without expense, copies of the policies and all endorsements.
- 1.2** Successful Respondent shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract. A lapse in coverage shall constitute a material breach of the Contract and a justification for withholding of payment until a certificate of renewal or issuance of coverage is provided to TWC.
- 1.3** Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.
- 1.4** Successful Respondent shall deliver to TWC true and complete copies of certificates and corresponding policy endorsements upon award.
- 1.5** Failure of TWC to demand such certificates or other evidence of Successful Respondent's full compliance with these insurance requirements or failure of TWC to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Successful Respondent's obligation to maintain such insurance.
- 1.6** The insurance and insurance limits required herein shall not be deemed as a limitation on Successful Respondent's liability under the indemnities granted to TWC in the Contract.
- 1.7** The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Successful Respondent.

- 1.8** 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 similar rating company or otherwise acceptable to TWC.

2 Policies must include the following clauses, as applicable:

- 2.1** This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to TWC.
- 2.2** It is agreed that Successful Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by TWC for liability arising out of operations under the Contract with TWC. TWC, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects to operations and activities of, or on behalf of the named insured performed under with TWC. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
- 2.3** A waiver of subrogation in favor of TWC shall be provided in all policies.
- 2.4** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract the same stipulated minimum insurance, including the required provisions and additional policy conditions as shown above.

2.5 As an alternative, Successful Respondent may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Successful Respondent's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus seven (7) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

3 Specific Insurance Coverage Required

3.1 Commercial General Liability Insurance

Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of \$2,000,000 Per Occurrence

The term "You" as referenced in Subsection above, means the Successful Respondent.

3.2 Workers Comp/ Employer Liability Insurance

Successful Respondent shall maintain workers' compensation insurance in accordance with the laws of the state of Texas. Employer's liability insurance shall be provided with limits of not less than:

\$1,000,000 per accident.

\$1,000,000 Disease – Each Employee;

\$1,000,000 Disease – Policy limit

3.3 Comprehensive Automobile Liability Insurance

Covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

3.4 Umbrella Liability Insurance

Successful Respondent shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Successful Respondent shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Successful Respondent for an amount of not less than amount \$1,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

- 1. Liquidated Damages.** Liquidated damages have been determined as **\$300.00** per day.

The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.