

EXHIBIT C

INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the vendor, of the vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The Town shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, claims made "forms are unacceptable".
2. Workers Compensation insurance as required by the Texas Labor Code, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury, and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Persona Injury
 - e. Broad Form Property Damage

- f. Explosion Collapse and Underground (XCU) Coverage.
- 2. Workers Compensation and Employer's Liability: Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act and Texas Labor Code, as amended.
- 3. Automobile Liability: \$1,000,000 Combined Single Limit. Automobile liability shall apply to all owned, hired, and non-owned autos.
- 4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
- 5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

- 1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; products and completed operations of the vendor; and premises owned, occupied, or used by the vendor. The coverage shall be primary coverage and shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, boards and commission, or volunteers.
 - b. The vendor's insurance coverage shall be primary insurance in respect to the Town, its officers, officials, employees, boards and commissions, and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees, boards and commissions, or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions, or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled, or non-renewed by either party or reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. The Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

G. RIGHT TO REVIEW

The Town reserves the right to review insurance requirements during any term of the Contract and to require that Vendor make reasonable adjustments when the scope of services has been expanded.