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AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «*TBD*» day of «*TBD* » in the year «2023»

for the following **PROJECT**:
(Name and location or address)

«Replacement of chillers at two of Owner's campuses: (1) Owner's Martin Elementary School, located at 3500 Pine Street, Beaumont, Texas 77703; and (2) Blanchette Elementary School, located at 2550 Sarah Street, Beaumont, Texas 77705»

THE OWNER:
(Name, legal status and address)

«Beaumont Independent School District»
«3395 Harrison Avenue
Beaumont, Texas 77706 »

THE CONTRACTOR:
(Name, legal status and address)

« *TBD*»

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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended. Nothing contained in this Exhibit shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

§ A.2.2 Liability Insurance

§ A.2.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ A.2.2.2 The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date on which Owner begins to occupy or use any completed or partially-completed portions of the Work. If Owner occupies or uses any completed or partially-completed portion of the Work on any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work, pursuant to Paragraphs (partial occupancy or use - 201) and A.2.3.4. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk shall be primary and non-contributory.

§ A.2.2.3 The Architect shall be responsible for purchasing and maintaining the Architect's liability and worker's compensation insurance as provided in the AIA Document B102- 2017, as amended.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.0 The Contractor and the Contractor's Subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including the following:

§ A.3.1.0.1 Claims under state and federal employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project (see Sections A.3.2.5 and A.3.1.12);
§ A.3.1.0.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
§ A.3.1.0.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
§ A.3.1.0.4 Claims for damages insured by usual personal injury liability coverage;
§ A.3.1.0.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
§ A.3.1.0.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;
§ A.3.1.0.7 Claims for bodily injury or property damage arising out of completed operations;
§ A.3.1.0.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18 indemnification); and
§ A.3.1.0.9 Claims for damages to the Work itself, through builder's risk insurance, pursuant to Section A.3.2.13.

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide original certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Contractor (and each Subcontractor) shall maintain the insurance coverages specified herein at all times during the term of the Contract or such later date specified herein. An additional certificate evidencing continuation of any insurance coverages that are required to remain in force after final payment, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner, its trustees, officers, employees, agents, and representatives as an additional insured or named insured when such coverages are required under the Contract Documents. All certificates required hereunder shall be in form and content satisfactory to Owner and shall include copies of all required insurance policies, declarations, and endorsements, containing all generally applicable conditions, definitions, and exclusions related to the Project.

§ A.3.1.1.1 Certificates must include a provision stating that coverages afforded under the policies will not be terminated, materially modified, or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner;

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§ A.3.1.1.2 Certificates must be written by an insurance company or companies satisfactory to owner and licensed to do business in the State of Texas by the Texas Department of Insurance, with a rating of not less than A-X in the latest available A.M. Best Key Rating Guide, Property-Casualty, and that permits waivers of subrogation; and

§ A.3.1.1.3 Certificates must be evidenced on an original ACORD Certificate of Insurance 25-S (7/90), AIA Document G715 current edition, each signed and with an original signature of the Authorized Representative, naming Owner as a certificate holder and attaching all endorsements required herein. Policy exclusions and restrictions should be clearly explained on the Certificate or in an attached letter from the Issuing Agency. Blank areas on the Certificate should have "not covered" written across the printed areas when coverage is not provided.

§ A.3.1.2 Deductibles. The Contractor shall disclose to the Owner any deductible applicable to any insurance required to be provided by the Contractor, and the Contractor shall be responsible for losses within the deductible. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ A.3.1.3 Additional Insured Obligations. All insurance required herein shall name the Owner, its officers, employees, representatives and agents, as an additional insured, except Contractor's Worker's Compensation insurance. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, its trustees officers, employees, agents, and representatives, the Architect, the Program Manager, and the Architect's and/or Program Manager's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its trustees officers, employees, agents, and representatives as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. All insurance required herein shall be, by endorsement, primary and non-contributory insurance with respect to the Owner, its trustees officers, employees, agents, and representatives and shall apply to both ongoing and completed operations. Owner insurance shall be excess, secondary, and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04, unless otherwise required by Owner.

§ A.3.1.4 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees, unless otherwise delegated. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of the Contract.

§ A.3.1.5 All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor waives all rights of subrogation against Owner, it employees, officers, trustees, and agents, for damages caused by fire or other perils to the extent covered by insurance pursuant to Article A.3, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary or as an insured. Contractor, as appropriate, shall require of separate Contractors, Subcontractors, and Sub-subcontractors, agents, and employees of any of them, by appropriate written agreements, similar waivers, each in favor of the Owner. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section A.3.1.5 shall not prohibit this waiver of subrogation. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

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§ A.3.1.6 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

§ A.3.1.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ A.3.1.8 Contractor and its subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its subcontractors are in force and the necessary certificates and statements pursuant to Article A.3 have been received by Owner and the Architect has issued a written notice to proceed.

§ A.3.1.9 As an alternative and at Owner's sole option and expense, Owner may elect to furnish or to arrange for Contractor any part or all of the insurance required by this Article A.3. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ A.3.1.10 The Contractor shall furnish Owner all information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, amendments, renewals, notices, cancellations, and additional endorsements as required under the Contract Documents or as they are provided to Contractor, whichever is earlier.

§ A.3.1.11 The insurance required by Article A.3 shall be written for not less than the limits specified in the Contract Documents or the limits required by law, whichever coverage is greater. The stipulated limits of liability aggregate coverages shall be for this Project.

§ A.3.1.12 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ A.3.1.13 In the event of partial or full occupancy by the Owner prior to Substantial Completion of the Project, the Contractor shall notify the property insurance carrier and obtain a "Use and Occupancy" waiver to prevent cancellation, lapse, reduction, or other invalidation of such insurance by occupancy. Certificates of endorsements for this wavier shall be furnished by the Owner and the Architect.

§ A.3.1.14 The Owner as fiduciary shall have power to adjust and settle a loss with property insurers. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds after notification of a Change in the Work in accordance with Article 7 of the General Conditions. The Contractor shall, as soon as the claim under the policy is settled, proceed with all due diligence with the rebuilding or reparation and shall not be entitled to any payment in respect thereto other than the said moneys received from insurance, but an extension of time for completion shall be allowed by the Architect for a just and reasonable period. All monies received under any such policies are to be paid to the Contractor by installments on the certificates of the Architect and to be applied in or towards the rebuilding or reparation of the work destroyed or injured. The Contractor shall pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner.

§ A.3.1.15 If the Contractor fails to purchase and maintain the required insurance, with all of the coverages and in the amounts described in the Contract Documents, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner, in its sole discretion, may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner, its trustees, officers, employees, agents, and representatives in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted to minimize the effect of any such failure on the Owner. In the event the Contractor fails to procure coverage, the Contractor waives all rights against the Owner, its trustees, officers, employees, agents, and representatives to the extent the loss would have been covered by the insurance to have been procured by the Contractor. The cost of the insurance shall be charged to the Contractor by a Change Order. If the Contractor does not provide written notice, and the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain the required insurance, the Contractor shall reimburse

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the Owner for all reasonable costs and damages attributable thereto. Contractor, as appropriate, shall require of separate Contractors, Subcontractors, and Sub-subcontractors, agents, and employees of any of them, by appropriate written agreements, similar obligations and liabilities, each in favor of the Owner.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance without interruption from the date of commencement of the Work until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1

Commercial General Liability insurance for the Project written on an occurrence form with:

§ A.3.2.2.1.1 Policy limits of not less than:

§ A.3.2.2.1.1.1 Each Occurrence	One Million Dollars ($1,000,000) each occurrence Two Million Dollars ($2,000,000) aggregate (a designated Construction Project general aggregate limit shall be provided)
§ A.3.2.2.1.1.2 Medical Expense (per person)	Ten Thousand Dollars ($10,000) each occurrence (included with the per occurrence limits for Bodily Injury and Property Damage limits)
§ A.3.2.2.1.1.3 Products & Completed Operations	Two Million Dollars ($2,000,000) aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)
§ A.3.2.2.1.1.4 Personal and Advertising Injury	One Million Dollars ($1,000,000) each person
§ A.3.2.2.1.1.5 Fire, Lightning, or Explosion	One Million Dollars ($1,000,000)

§ A.3.2.2.1.2 Coverages including the following:

§ A.3.2.2.1.2.1 Occurrence Basis
§ A.3.2.2.1.2.2 Premises Operations
§ A.3.2.2.1.2.3 Contractual Liability Coverage (including insurance sufficient to cover Contractor's contractual indemnities)
§ A.3.2.2.1.2.4 Explosion, collapse, and underground (X, C, and U) coverage
§ A.3.2.2.1.2.5 Products/Completed Operations coverage for Contractor, its Subcontractors, and Owner
§ A.3.2.2.1.2.6 Broad Form Property Damage
§ A.3.2.2.1.2.7 Independent Contractors
§ A.3.2.2.1.2.8 General Aggregate Per Project Endorsement

§ A.3.2.2.1.3 All of the coverages which may be included in coverages A, B and C contained in the Standard Texas Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence," as distinguished from a "claims made," basis and shall be continued for a period of one (1) year after the completion of the Services for the Project.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Comprehensive Automobile Liability Insurance covering vehicles owned, hired, and non-owned vehicles used, by or on behalf of the Contractor, with minimum combined single limit of not less than « One Million Dollars» ($ « 1,000,000.00 ») per occurrence or $500,000.00 Bodily Injury (per person), $1,000,000.00 Bodily Injury (per accident), and $500,000.00 Property Damage (per accident), for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. Owner and its trustees, officers, representatives, agents, and employees shall be endorsed as Additional Insureds, ATIMA (As Their Interests May Appear).

§ A.3.2.4 Excess (Umbrella) Liability Insurance of one times the Contract amount for all contracts with the following minimum and maximum: not less than Five Million Dollars ($5,000,000) Each Occurrence and Five Million Dollars ($5,000,000) Aggregate, with Aggregate Per Project Endorsement, and maximum limit of Twenty-Five Million Dollars ($25,000,000). The Umbrella shall provide coverage over the Workers' Compensation, General Liability and Comprehensive Automobile Liability Insurance Coverages. The Owner, the Architect and all Consultants listed on the Title Page of the Project Manual shall be listed as Additional Insureds on the Contractor's policy associated with the Project. Provisions shall be included for Waiver of Subrogation against the Owner and Architect and its Consultants.

§ A.3.2.5 Workers' Compensation not less than statutory limits mandated by state and federal laws with All States endorsement. All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation Claims. Worker's compensation is required and no alternative form of insurance shall be permitted. Waiver of Subrogation in favor of Owner and Program Manager required.

§ A.3.2.5.1 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 is required 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 the governmental entity.

§ A.3.2.5.2 Persons providing services on the Project ("Subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the 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 that furnishes persons to provide services on the Project.

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§ A.3.2.5.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.5.4 The 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 Section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ A.3.2.5.5 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

§ A.3.2.5.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

§ A.3.2.5.7 The Contractor shall obtain from each person providing services on a Project, and provide to the governmental entity:

§ A.3.2.5.7.1 A certificate of coverage, prior to that person beginning work on the Project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

§ A.3.2.5.7.2 No later than seven (7) days after receipt by the 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.

§ A.3.2.5.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

§ A.3.2.5.9 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ A.3.2.5.10 The 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.

§ A.3.2.5.11 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

§ A.3.2.5.11.1 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 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

§ A.3.2.5.11.2 Provide to the 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;

§ A.3.2.5.11.3 Provide the 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;

§ A.3.2.5.11.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

§ A.3.2.5.11.4.1 A certificate of coverage, prior to the other person beginning work on the Project; and

§ A.3.2.5.11.4.2 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;

§ A.3.2.5.11.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

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§ A.3.2.5.11.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) 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
§ A.3.2.5.11.7 Contractually require each person with whom it contracts to perform as required by items a-f, with the certificates of coverage to be provided to the person for whom they are providing services.

§ A.3.2.5.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.5.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

§ A.3.2.5.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

§ A.3.2.6 Employers' Liability with policy limits not less than statutory limits mandated by state and federal laws, including, at a minimum, « One Million Dollars » ($ « 1,000,000 ») Bodily Injury with Accident - each accident, « One Million Dollars » ($ « 1,000,000 ») Bodily Injury by Disease - each employee, and « One Million Dollars » ($ « 1,000,000 ») Bodily Injury by Disease - policy limit. A waiver of subrogation shall be granted in favor of the Owner.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.13 Contractor shall, at its expense, obtain and, during the progress of the Work, maintain full builder's risk "all-risks" or equivalent insurance policy, including boiler and machinery insurance, on said Work in the amount of the initial Contract Sum (or, if the Project is a Construction Manager at Risk project, Guaranteed Maximum Price), plus value of subsequent Contract Modifications and labor performed and cost of materials and equipment supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

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§ A.3.2.13.1 For any claim made against the builder's risk insurance, the deductible shall not exceed $2,500 for a Contract Sum (or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project) of less than $4 million. For a Contract Sum (or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project) of $4 million or more, the deductible shall not exceed $5,000.

§ A.3.2.13.2 Coverage shall insure against the perils of fire (with extended coverage) and physical loss or damage, including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary structures, debris removal including demolition occasioned by enforcement of any applicable legal requirements, ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials, and all other perils, and shall include all work incorporated in the building and all materials for the same in or about the premises, including materials stored on-site, off-site and in transit, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

§ A.3.2.13.3 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.2.13.2, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

§ A.3.2.13.4 Form of policy to be used shall be "Completed Value Builder's Risk". Both the Owner and the Contractor shall be a named insured under the policy or policies, and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors. Contractor shall furnish certified copies of the required policy or policies, with receipts for premiums paid for such insurance, to the Owner and the Architect.

§ A.3.2.13.5 Contractor shall be responsible for maintaining said builder's risk insurance until the date of Final Completion and shall continue such insurance following Final Completion or, if necessary, replace such insurance policy with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.3.2.13.6 If this policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased by Contractor (and each Subcontractor, as applicable) from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor (and each Subcontractor, as applicable) shall maintain the required insurance without interruption from the date of commencement of the Work until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per

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claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of the Contract Sum/Guaranteed Maximum Price
Performance Bond	100% of the Contract Sum/Guaranteed Maximum Price

Payment and Performance Bonds shall be in a form approved by the Owner.

§ A.3.4.1 Each bond shall be of a penal sum equal to 100% of the Contract Sum, or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project, whichever is applicable; provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. The Contractor shall file copies of each bond with the county clerk and furnish the Owner with a file receipt. The bonds shall remain in full force throughout the contractual correction period of the Agreement. Except as provided below, such bonds shall be delivered to the Owner and the Architect prior to commencement of the Work. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. (If a fixed contract amount or Guaranteed Maximum Price has not been determined at the time the contract is awarded, then the penal sums of the payment and performance bonds delivered to the Owner must each be in an amount equal to the Project budget, as specified in the request for qualifications or request for sealed proposals. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.)

§ A.3.4.2 All bonds shall fully comply with Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253, or their successors, and shall be issued by a surety company acceptable to the Owner and licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, with appropriate underwriting limitation, on the U.S. Treasury Department Circular No. 570 (Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies). The surety company shall have a rating of not less than "A-X" according to the latest posted ratings on the A.M. Best website,

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www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that the amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

§ A.3.4.3 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ A.3.4.4 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

Claims must be sent to the Contractor and his Surety, in accordance with Texas Government Code, Chapter 2253. The Owner will furnish in accordance with such Article, a copy of the payment bond, as provided therein, to claimants upon request. All claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no responsibility because of any representation by any agent or employee.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«None. »

DRAFT

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