

CONSTRUCTION FORM AISD/CIns (Rev. June '05)
 AUSTIN INDEPENDENT SCHOOL DISTRICT

AISD PROJECT NO. _____
CONTRACTOR OR SUBCONTRACTOR CERTIFICATE OF INSURANCE

The insurance evidenced by this Certificate shall conform to the insurance coverage required in Article 10 of the AISD General Conditions:

Name and Address of Agency: _____

AISDReference: _____
 Project Name: _____

Phone No.: _____

Project Mgr. _____

Name and Address of Insured: _____

Companies Affording Coverages:
 Company A
Letter _____
 Company B
Letter _____
 Company C
Letter _____
 Company D
Letter _____

Phone: _____ Fax: _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured: _____

ONLY FOR PROJECTS WHICH INCLUDE ASBESTOS AND/OR LEAD ABATEMENT:

What is the gross vehicle weight rating of the vehicle you will be utilizing for transportation of asbestos wastes?
 Less than 10,000 lbs. Greater than or equal to 10,000 lbs

Will hazardous materials be transported intrastate or interstate?
 Intrastate Interstate

Will hazardous materials be transported in bulk or non-bulk?
 Non-bulk Bulk

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (M/D/Y) | POLICY EXPIRATION DATE (M/D/Y) | LIMITS OF LIABILITY IN THOUSANDS (000) EACH |
|----------------|--|---------------|-------------------------------|--------------------------------|---|
| | Commercial General Liability Policy | | | | |
| | ___ Blanket Contractual Liability | | | | General Aggregate \$ <u>2,000</u> |
| | ___ Completed Operations/ Products | | | | Completed Operations/ Products - Aggregate \$ <u>2,000</u> |
| | ___ Explosion, Collapse, Underground | | | | Personal & Advertising Injury \$ <u>1,000</u> |
| | ___ Independent Contractor's Coverage | | | | Each Occurrence \$ <u>1,000</u> |
| | ___ Aggregate Limits Per Project | | | | |
| | ___ Additional Insured | | | | |
| | ___ 30 Day Notice of Cancellation | | | | Deductible or Self Insured Retention \$ _____ |
| | ___ Waiver of Subrogation | | | | |
| | ___ Transportation of Asbestos or Lead | | | | |
| | ___ Asbestos Abatement | | | | |
| | ___ Lead Abatement | | | | |

Certificate of Insurance

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (M/D/Y) | POLICY EXPIRATION DATE (M/D/Y) | LIMITS OF LIABILITY IN THOUSANDS (000) EACH |
|----------------|---|---------------|-------------------------------|--------------------------------|--|
| | Auto Liability Policy <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> 30 Day Notice of Cancellation <input type="checkbox"/> Additional Insured <input type="checkbox"/> MCS 90 | | | | CSL \$ <u>1,000</u> Or Bodily Injury (Per Person) \$ <u>500</u> Bodily Injury (Per Accident) \$ <u>1,000</u> Property Damage (Per Accident) \$ <u>250</u> Deductible or Self Insured Retention \$ _____ |
| | Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form | | | | Each Aggregate Occurrence \$ _____ |
| | Workers' Compensation and Employers' Liability <input type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> 30 Day Notice of Cancellation | | | | Statutory (Each Accident) \$ <u>500</u> (Disease - Policy Limit) \$ <u>500</u> (Disease - Each Employee) \$ <u>500</u> |
| | <input type="checkbox"/> Builders Risk or Installation Insurance | | | | \$ _____ |
| | Professional Liability <input type="checkbox"/> 30 Day Notice of Cancellation Retroactive Date: _____ | | | | Each Claim \$ <u>1,000</u> Deductible or Self Insured Retention \$ _____ |

This is to certify that policies of insurance listed above have been issued to insured named above and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

CERTIFICATE HOLDER:

Austin Independent School District
 c/o Director, Department of Construction Management
 1111 West 6th Street
 Austin, Texas 78703

DATE ISSUED: _____

 AUTHORIZED REPRESENTATIVE

SEE ATTACHED INSURANCE REQUIREMENTS

CONTRACTOR AND SUBCONTRACTOR INSURANCE REQUIREMENTS

The following subsections are excerpted from Article 10 of AISD's General Conditions of the Contract for Construction:

Article 10. INSURANCE AND BONDS

10.1 REQUIRED INSURANCE COVERAGE

- A. Contractor shall provide insurance coverages and comply with the terms described in Subsections 10.1 through 10.6 (and 10.7 and/or 10.8 if applicable) for all Work required by the Contract through the end of the warranty period (with the exception of Builders' Risk, which is required only until all of the Work is finally complete and accepted by Owner). Contractor shall also maintain any extended coverage required herein for insurance coverage authorized to be provided on a claims made basis.
- B. Contractor shall require each subcontractor to provide the insurance coverage described in Subsection 10.4 in accordance with the provisions of Subsections 10.1 and 10.2, and to provide the certificate of coverage for worker's compensation insurance described in Subsection 10.4. Subcontractors performing environmental remediation or abatement or transportation of hazardous materials must provide the insurance required in Subsections 10.3 through 10.7 (except that Builders' Risk shall not be required if not available for the services performed by such subcontractor) and must comply with Subsections 10.1 and 10.2. Subcontractors performing professional services as described in Subsection 10.8 must comply with the insurance coverage required by such subsection and with Subsections 10.1 and 10.2. All required insurance must be provided through the end of the warranty period (with the exception of Builders' Risk, which is required only until all of the Work is finally complete and accepted by Owner). Subcontractors must maintain such other insurance as Contractor may require and any extended coverage required herein for insurance coverage authorized to be provided on a claims made basis.
- C. The required insurance must be provided prior to the commencement of services or Work under the Contract, and must be provided at all times throughout the term of the Contract, as herein provided.
- D. Contractor shall require each subcontractor to maintain commercially reasonable insurance coverage in connection the Project as well as the insurance specifically required herein.
- E. The Contractor's and any subcontractor's failure to comply with any of these provisions constitutes a breach of contract by the Contractor which entitles Owner

to pursue the rights and remedies set forth in the Contract Documents if the Contractor does not remedy the breach within ten days after receipt of notice of breach from Owner.

10.2 GENERAL REQUIREMENTS

- A. Contractor shall carry insurance in the types and amounts specified herein, which shall include coverage for items owned by Owner in the care, custody and control of Contractor prior to and during construction and warranty period.
- B. Contractor must complete and forward a Certificate of Insurance on the form provided or approved by Owner and associated endorsements to the Owner before the Contract is executed as verification that Contractor and subcontractors have the coverage required below. Contractor and subcontractors shall not commence Work until the required insurance is obtained and until such insurance has been reviewed and approved by Owner. Maintenance of insurance by the Contractor and approval of insurance by Owner shall not relieve or decrease the liability of Contractor hereunder and shall not be construed to be a limitation of liability on the part of Contractor. Contractor must also complete and forward a Certificate of Insurance to Owner whenever a previously identified policy period has expired as verification of continuing coverage. Contractor must provide the Certificate of Insurance to Owner showing the extended or replacement coverage, prior to the date for expiration of the policy or policies shown on the Certificate of Insurance held by Owner.
- C. Contractor's and subcontractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A VII or better unless otherwise approved by the Owner. If an insurance company becomes insolvent or goes into receivership or liquidation, the Contractor or subcontractor affected shall provide the required insurance coverage from an alternate insurer that meets the requirements of this Contract.
- D. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate the Owner as: Austin Independent School District, 1111 W. 6th Street, Austin, Texas 78703 Attn: Director, Department of Construction Management.
- E. If insurance policies are not written for amounts specified below, Contractor or subcontractor 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 the primary coverage.
- F. Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable

requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

- G. Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Contractor.
- H. Contractor and subcontractors shall not cause any required insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract Documents.
- I. Contractor and subcontractors shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- J. Contractor shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- K. If Owner owned property is being transported or stored off-site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect Owner's property.
- L. The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of Contractor, or to prevent Contractor from maintaining greater coverage, or from requiring greater coverage from its subcontractors, should Contractor so choose.
- M. Contractor and each subcontractor shall use a Certificate of Insurance form provided or approved by Owner.
- N. If the Owner is damaged by the failure or neglect of the Contractor or a subcontractor to purchase or maintain insurance as required by the Contract Documents, then the Contractor shall bear all costs attributable to or resulting from such failure, and shall be liable to Owner for any loss or liability that Owner sustains as a result of such failure or neglect. This obligation shall survive termination or completion of the Contract as to any failure or neglect to obtain or maintain insurance during the period required by the Contract Documents.

10.3 BUSINESS AUTOMOBILE LIABILITY INSURANCE.

- A. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of Owner:
 - 1. Waiver of Subrogation endorsement in favor of Owner;
 - 2. 30 day Notice of Cancellation endorsement; and
 - 3. Additional Insured endorsement naming Owner as an additional insured.
- B. Provide coverage with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$1,000,000 bodily injury per accident and at least \$250,000 property damage liability each accident.

10.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

- A. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code). Contractor shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for Contractor. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to Owner. Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Owner:
 - 1. Waiver of Subrogation in favor of Owner; and
 - 2. 30 day Notice of Cancellation.
- B. The minimum policy limits for Employers' Liability Insurance coverage shall be \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
- C. Definitions:
 - 1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the 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.

2. Duration of the Project - includes the time from the beginning of the Work on the Project until the Project has been finally completed and accepted by Owner and any warranty period has terminated.
 3. Persons providing services on the Project ("subcontractor" in §406.096 of the Texas Labor Code) - includes 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 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 the Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- D. Workers' Compensation policies shall include waivers of subrogation as against Owner, its officers, trustees and employees.
- E. 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.
- F. The Contractor must provide a certificate of coverage to Owner prior to being awarded the Contract.
- G. 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 Owner showing that coverage has been extended prior to the expiration date of the coverage.
- H. The Contractor shall obtain from each person providing services on the Project, and provide to Owner:
1. a certificate of coverage, prior to that person beginning work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 2. no later than seven 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.

- I. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- J. The Contractor shall notify Owner in writing by certified mail or personal delivery, within 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.
- K. 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. The required posting is set out below in Article 18.
- L. The Contractor shall contractually require each person with whom it contracts to provide services on the 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 the 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 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;
 - 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;
 - 4. obtain from each other person with whom it contracts, and provide to the 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 the current certificate of coverage ends during the duration of the Project;
 - 5. retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

6. notify Owner in writing by certified mail or personal delivery, within 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
 7. contractually require each person with whom it contracts to perform as required by items 1–6 of this Subsection 10.4.L, with the certificates of coverage to be provided to the person for whom they are providing services.
- M. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to Owner 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.
- N. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles Owner to pursue the rights and remedies set forth herein if the Contractor does not remedy the breach within ten days after receipt of notice of breach from Owner.

10.5 COMMERCIAL GENERAL LIABILITY INSURANCE.

- A. The Policy shall contain the following provisions:
1. Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to the Project.
 2. Completed Operations/Products Liability for the duration of the warranty period.
 3. Independent Contractors coverage.
 4. Aggregate limits of insurance per project endorsement.
 5. Additional Insured Endorsement naming Owner as an additional insured. Such coverage shall provide for Owner to be covered against claims arising out of construction operations and completed operations without

further restriction and such coverage shall be endorsed to be primary insurance coverage to Owner.

6. 30 day notice of cancellation, nonrenewal or substantial modification in favor of Owner.
 7. Waiver of Transfer of Recovery Against Others in favor of Owner.
- B. Provide coverage with a minimum combined bodily injury and property damage per occurrence limit of \$1,000,000, and a general aggregate limit of \$2,000,000, completed operations/products aggregate limit of \$2,000,000, and Personal and Advertising Injury limit of \$1,000,000. The policy shall be amended so that the completed operations/products aggregate shall apply on a per project basis.

10.6 BUILDERS' RISK INSURANCE

- A. Contractor shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Owner. Owner shall be a loss payee on the policy. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

10.7 HAZARDOUS MATERIALS INSURANCE

- A. For projects which include lead abatement instead of asbestos abatement, substitute "lead" for "asbestos" in the following paragraphs. For projects which include lead and asbestos abatement, change the word "asbestos" in the following paragraphs to read "lead and asbestos."
- B. For Work which involves asbestos or any hazardous materials or pollution defined as asbestos, Contractor or subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above:
1. Provide an asbestos abatement endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy shall not exclude asbestos or any hazardous materials or pollution defined as asbestos, and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30 day Notice of Cancellation and Waiver of Subrogation endorsements in favor of Owner.

2. Contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage as required by law and the Contract Documents. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement shall, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
3. Contractor shall submit complete copies of the policy providing pollution liability coverage to Owner.

10.8 PROFESSIONAL LIABILITY INSURANCE

- A. For Work or services which require professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to trench safety systems, traffic control plans, and construction surveying, abatement plans, the Contractor or subcontractors responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract.
- B. Policy shall be occurrence based. If the policy is claims made, the retroactive date shall coincide with the date of this Contract. The Certificate of Insurance shall state that this coverage is claims made and shall give the retroactive date. Coverage shall be continuous or contain an extended reporting period for not less than 12 months beyond the expiration of the warranty period.