

**ATTACHMENT I
INSURANCE REQUIREMENTS**

Brooks will require that the Insurance requirements contained in this Article be included in all its contracts or agreements for Public Improvements where Contractor is seeking payment under this Agreement, unless specifically exempted in writing by Brooks.

1. Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and the original completed Certificate(s) of Insurance to Brooks. The original certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. Brooks will not accept a Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to Brooks at the address listed in paragraph five (5).

2. Brooks shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by Brooks. No officer or employee, other than Brooks' Procurement Manager, shall have authority to waive this requirement.

3. Brooks reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by Brooks' Procurement Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will Brooks allow modification whereupon Brooks may incur increased risk.

4. Contractor's financial integrity is of interest to Brooks, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Contractor or Contractor's Subcontractors, shall obtain and maintain in full force and effect during the construction of all Public Improvements required by the Final Project Plan and Final Financing Plan, and any extension hereof, at Contractor's or Contractor's Subcontractor's sole expense, insurance coverage written on an occurrence basis, **by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:**

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors* c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Contract's Pollution Liability*	\$1,000,000 per occurrence
6. Builders Risk*	100% value of each phase of project
*if applicable	

To ensure that contractors insurance meets the AM Best rating of no less than A- please go to the AM Best website (www.ambest.com) or contact them at 908-439-2200. For Workers' Compensation only, Brooks City-Base will accept insurance written through a State Fund (documentation must be provided).

5. Brooks shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by Brooks and may require the deletion, revision, or modification of particular policy terms,

conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Contractor and/or Contractor's Subcontractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Brooks at the addresses provided below within 10 days of the requested change. Contractor and/or Contractor's Subcontractor shall pay any costs incurred resulting from said changes.

Brooks Development Authority
Attn: Procurement Manager
3201 Sidney Brooks
San Antonio, Texas 78235

6. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- a. Name Brooks and their respective officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under this Agreement, with the exception of the workers' compensation and professional liability policies;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the Brooks Development Authority where Brooks is an additional insured shown on the policy;
- c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of Brooks; and
- d. Provide thirty (30) calendar days advance written notice directly to Brooks at the same address listed in paragraph 5 of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor and/or Contractor's Subcontractor shall provide a replacement Certificate of Insurance and applicable endorsements to Brooks at the address listed in paragraph 5. BROOKS shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8. In addition to any other remedies Brooks may have upon Contractor's and/or Contractor's Subcontractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Brooks shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor and/or Contractor's Subcontractor demonstrates compliance with the requirements hereof.

9. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its Subcontractors' performance of the work covered under this Agreement.

10. It is agreed that Contractor's and/or Contractor's Subcontractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Brooks Development Authority for liability arising out of operations under this Agreement.

11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

12. Contractor agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in paragraph 4 from each subcontractor to Contractor and provide a Certificate of Insurance and Endorsement that names BROOKS as an additional insured.

WORKERS COMPENSATION INSURANCE COVERAGE

1. Definitions:
 - a. 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 the Project for the duration of the project.
 - b. Duration of the project - includes the time from the beginning of the work on the Phase of the Project until the contractor's/person's work on the project has been completed and accepted by Brooks.
 - c. 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 Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with 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.
2. 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 its employees providing services on the Project, for the duration of the project.
3. Contractor must provide a certificate of coverage to Brooks prior to beginning construction under this Agreement and prior to awarding any contract for construction of Public Improvements.
4. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Brooks showing that coverage has been extended.
5. Contractor shall obtain from each person providing services on the Project, and shall provide to Brooks:
 - a. a certificate of coverage, prior to that person beginning work on the Project, so Brooks will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - b. no later than seven days after receipt by Contractor or Contractor's Subcontractor, 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 project.
6. Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. Contractor shall notify Brooks in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. Contractor shall post on the Zone Property 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.

9. Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the project;
- b. provide to 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;
- c. provide 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;
- d. obtain from each other person with whom it contracts, and provide to Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (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;
- e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- f. notify Brooks 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
- g. contractually require each person with whom it contracts with, to perform as required by subparagraphs a-g, the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Agreement or providing or causing to be provided a certificate of coverage, Contractor is representing to Brooks that all employees of 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles Brooks to declare the Agreement void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Brooks without necessity of the ninety (90) day cure period as set forth in Article X.

Contractor shall deliver to Brooks, with copies to each named additional insured indicated, certificates of insurance (and other evidence of insurance requested by Brooks or any other named additional insured) which Contractor is required to purchase and maintain in accordance with this Article.

Contractor acknowledges receipt of the insurance and bonds requirements, and understands it will be incorporated into any contract awarded. .

Contractor Signature & Title

Date