

INSURANCE

x.xx RESPONDENT shall procure, pay for, and maintain during the term of this Agreement:

- A. Comprehensive general liability insurance of ONE MILLION DOLLARS (\$1,000,000.00), aggregate coverage, with FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for bodily injury, each occurrence, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for property damage, each occurrence. Coverage must include explosion, collapse, and underground risks, and pollution legal liability. County shall be named as an additional insured on this policy.
- B. Comprehensive automobile liability insurance of ONE MILLION DOLLARS (\$1,000,000.00), aggregate coverage, with ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury, each occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for property damage, each occurrence. County shall be named as an additional insured on this policy.
- D. Statutory worker's compensation insurance for all employees of RESPONDENT with a waiver of subrogation in favor of COUNTY.
- E. RESPONDENT shall provide COUNTY with Certificates of Insurance and copies of endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained.

x.xx RESPONDENT is responsible for all premiums and deductibles under all of the insurance policies required by Section x.01.

x.xx When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by County, RESPONDENT shall notify the County of such and shall give such notices not less than thirty (30) days prior to the change, if RESPONDENT knows of said change in advance, or ten (10) days' notice after the change, if RESPONDENT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the County at the following addresses with a copy of this Agreement:

Bexar County Risk Management
101 W. Nueva, Suite 900
San Antonio, Texas 78205

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

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

6.07 It is agreed that RESPONDENT's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by COUNTY for liability of RESPONDENT arising out of operation under this Agreement.