

EXHIBIT B

INSURANCE REQUIREMENTS

I. LICENSEE’S LIABILITY INSURANCE

- A. Licensee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the County. Licensee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Licensee must furnish to the Director or designee, 2 copies of Certificates of Insurance, showing the following minimum coverage by an insurance company(s) acceptable to the County. The County must be named as additional insured on the General liability policy.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation, material change, non-renewal is required on all certificates	Bodily Injury and Property Damage Per occurrence aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury – Advertising Injury	\$1,000,000 Combined Single Limit

- C. In the event of accidents of any kind, Licensee must furnish the Director with copies of all reports of any accidents within 10 days of accident.

II. ADDITIONAL REQUIREMENTS

- A. Licensee’s financial integrity is of interest to the County; therefore, subject to Licensee’s right to maintain reasonable deductibles in such amounts as are approved by the County, Licensee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Licensee’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).
- B. The County shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the County, 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 hereto or the underwriter of any such policies). Licensee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to County at the address provided below within 10 days of the requested change. Licensee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to County at the following address:

Nueces County
Nueces County Judge
901 Leopard Rm 303
Corpus Christi, Texas 78401
Facsimile: 361-888-0445

- C. Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name Nueces County and their officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the County,
 - Provide for an endorsement that the “other insurance” clause shall not apply to the Nueces County where the County are additional insureds’ shown on the policy;
 - Provide thirty (30) calendar days advance written notice directly to Nueces County 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.
- D. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to County. County shall have the option to suspend Licensee’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- E. In addition to any other remedies the County may have upon Licensee’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the County shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee’s or its subcontractors’ performance of the work covered under this agreement.
- G. It is agreed that Licensee’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Nueces County for liability arising out of operations under this contract.
- H. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.