

FORT BEND ISD Insurance Requirements

PROFESSIONAL LIABILITY coverage with limits of \$1,000,000, with an aggregate limit of \$2,000,000, written on a “claims-made” form. Aggregate shall apply on a “per project” basis. Coverage must provide for an extended reporting period of 24 months after the date of termination of the Service Agreement.

Respondent must disclose the following:

- Amount of any impairment to policy limits as a result of prior claim payment.
- Existence of any threatened or ongoing litigation that has potential to adversely affect limits of liability.

Respondent shall provide District with thirty (30) days written notice of erosion of aggregate limit of the professional liability coverage.

GENERAL LIABILITY coverage with limits of \$1,000,000, with an aggregate limit of \$2,000,000. Aggregate shall apply on a “per project” basis, and ***District shall be named as an additional insured.***

AUTO LIABILITY with limits of \$500,000, and ***District shall be named as an additional insured.***

Proof of statutory **WORKERS’ COMPENSATION** coverage, and the insurance carrier shall ***agree to waive subrogation rights against District.***

All coverages shall be provided by insurers which are authorized or admitted to provide such insurance in the State of Texas and will have an A.M. Best rating of at least “A-:VII” at the date of award of contract.

The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may make a reasonable request for 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). Upon such request by the District, the Respondent shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

Respondent shall notify the District in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the District, by Certified Mail, at the following address:

Risk Management Department
FORT BEND ISD
16431 Lexington Boulevard
Sugar Land, Texas 77479

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due; however, procuring of said insurance by the District is an alternative to other remedies the District may have, and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsements. In addition to any other remedies the District may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the District 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.

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 performance of the work covered under this Agreement.

Respondent agrees to forever hold harmless, unconditionally indemnify and defend District and all of District's directors, officers, employees, agents and affiliates, from and against any and all claims, damages, causes of action, suits, liability, loss and damage of any kind (including attorney's fees) which District may at any time suffer, sustain or become liable for by reason of any claims, demands or actions against District or any director, officer, employee, agent or affiliate of District by or on behalf of any worker (or attorney of any worker) supplied to District by Respondent, including, but not limited to, claims, demands, or actions arising out of any negligent act or omission of District, its directors, officers, agents, employees or affiliates.

This indemnification shall cover all claims, demands, and actions against District by any worker supplied to District by Respondent for any reason whatsoever, including, but not limited to, claims arising from accidents, injuries to either persons or property, and claims related to services performed by Respondent or any worker supplied to District by Respondent.