

CASE for Kids City Connections 2021-2022
GRANTEE INSURANCE REQUIREMENTS

Grantee is required to provide HCDE with copies of certificates of insurance, naming HCDE as an additional insured, for Texas Workman's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Grantee, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE prior to commencement of any work under this Agreement. The insurance company insuring Grantee shall be licensed in the State of Texas and shall be acceptable to HCDE. Grantee shall give HCDE a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Grantee shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements:

- Grantee shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Grantee. These requirements do not establish limits of Vendor's liability.
 - All policies of insurance shall waive all rights of subrogation against HCDE, its officers, employees, and agents.
 - Upon request, certified copies of original insurance policies shall be furnished to HCDE.
 - HCDE shall be named as an "additional insured" on all insurance policies.
 - HCDE reserves the right to require additional insurance should HCDE deem additional insurance necessary, in HCDE's sole discretion.
- A. Workers' Compensation (with Waiver of subrogation to HCDE) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- B. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.
- \$300,000 each occurrence Limit Bodily Injury and Property Damage combined
 - \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
 - \$300,000 Personal and Advertising Injury Limit
- C. Automobile Liability Coverage
\$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined

In the event the above-detailed insurance requirements require modifications after the NOGA is executed, as determined by HCDE in its sole discretion, HCDE reserves the right to amend this Exhibit B to the NOGA, with such modifications to be effective upon written notice to Grantee, and Grantee agrees to comply with such modified requirements. Grantee acknowledges and agrees that continued payment by HCDE to Grantee under the NOGA is adequate consideration for agreeing to comply with the required insurance requirements, as modified. In the event such modified requirements are required, HCDE and Grantee agree that a formal amendment to the NOGA is not required, but the modified insurance requirements shall become effective upon written notice to Grantee.