

**Exhibit C.**  
**County of Hidalgo Insurance Requirements of Program Manager**

1. **Insurance Coverage To Be Provided By Program Manager.** This Exhibit (the “Insurance Requirements”) is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance Requirements and any provision in the Contract Documents, these Insurance Requirements control, amend and supplement the conflicting provision. Subject to review and revision by the County of Hidalgo from time to time, in the County of Hidalgo’s good faith judgment, the following insurance shall be maintained by Program Manager with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
<b>A. LIABILITY</b>		
<b>1.</b>	<b>Commercial General Liability.</b> Program Manager is to maintain commercial general liability (“CGL”) insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications.	
<b>1.1</b>	<b>Minimum Limits</b>	The limits of coverage shall not be less than the following amounts: \$10,000,000 Per Occurrence \$10,000,000 General Aggregate \$10,000,000 Products and Completed Operations Aggregate \$10,000,000 Personal and Advertising Injury
<b>1.2</b>	<b>General Aggregate</b>	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09.
<b>1.3</b>	<b>Form</b>	This insurance is to be issued on the most recent reasonably available and unmodified ISO form CG 00 01 or equivalent, and shall cover liability arising from premises, ongoing and completed operations.
<b>1.4</b>	<b>Insured Contracts</b>	Coverage shall include but not be limited to liability assumed by Program Manager under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
<b>1.5</b>	<b>Additional Insureds</b>	Additional Insured status shall be provided in favor of County of Hidalgo Parties on ISO form CG 20 10 10 01 to the extent permitted by law.
<b>1.6</b>	<b>Personal Injury Contractual Liability</b>	The personal injury contractual liability exclusion shall be deleted.
<b>1.7</b>	<b>Primary and Noncontributory</b>	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by County of Hidalgo Parties, with County of Hidalgo Parties’ insurance being excess, secondary and noncontributing.
<b>1.8</b>	<b>Waiver of Right of Recovery and Subrogation</b>	Program Manager agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on ISO form CG 24 04 05 09.
<b>1.9</b>	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
<b>1.8</b>	<b>Prohibited Exclusions or Limitations</b>	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition ISO CG 24 26; b. Any endorsement modifying the Employer’s Liability exclusion; c. Classification or Business Description; d. Contractual Liability Limitation ISO CG 21 39; e. “Insured vs. Insured” except Named Insured vs. Named Insured; f. Known, Continuous or Progressive Injury or Damage; g. Limitation of Coverage to Designated Premises or Project ISO CG 21 44; h. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable); i. Any other exclusion or limitation reasonably unacceptable to County of Hidalgo.
<b>2.0</b>	<b>Business Auto Liability.</b> Program Manager is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
<b>2.1</b>	<b>Minimum Limits</b>	The limits of liability shall be no less than \$10,000,000 per accident.
<b>2.2</b>	<b>Form</b>	This insurance is to be issued on the current edition of the ISO CA 00 01
<b>2.3</b>	<b>Scope</b>	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the County of Hidalgo ship, maintenance or use of any auto, including owned, hired and non-

		owned autos.
2.4	<b>Additional Insureds</b>	Additional Insured status shall be provided in favor of County of Hidalgo Parties on ISO form CA 20 48 10 13.
2.5	<b>Waiver of Right of Recovery and Subrogation</b>	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on ISO form CA 04 44 10 13.
2.6	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to the County of Hidalgo.
3.0	<b><u>Workers' Compensation and Employer's Liability.</u></b> Program Manager is to maintain workers' compensation and employer's liability insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
3.1	<b>Workers' Compensation Limits</b>	The minimum limits of this insurance shall be no less than the statutory limits.
3.2	<b>Employer's Liability Limits</b>	The minimum limits of this insurance shall be no less than \$10,000,000 each accident and disease.
3.3	<b>Territory</b>	The state in which the Services are to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	<b>Scope</b>	This insurance is to cover liability arising out the Program Manager's employment of workers and anyone for whom the Program Manager may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	<b>United States Longshoremen and Harbor Workers ("USL&amp;H")</b>	USL&H coverage must be provided where such exposure exists listing the state(s) in which Services are to be performed.
3.6	<b>Waiver of Right of Recovery and Subrogation</b>	To the extent permitted by law, Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties on form WC 42 03 04.
3.7	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
4.0	<b><u>Excess Liability.</u></b> If any of the required coverages are to be maintained by and through excess liability insurance, Program Manager is to maintain excess liability insurance meeting at least the following specifications.	
4.1	<b>Scope</b>	This insurance shall follow form of the underlying coverages. It shall be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance (primary, umbrella, contingent or excess) maintained by County of Hidalgo Parties.
4.2	<b>Limits of Liability</b>	The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
4.2	<b>Concurrency</b>	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.3	<b>Drop Down Coverage</b>	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.4	<b>Defense Costs</b>	This insurance is to include a duty to defend any insured.
5.0	<b><u>Professional Liability.</u></b> Program Manager is to maintain Professional Liability insurance meeting at least the following specifications.	
5.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than: \$10,000,000 each claim dedicated only to the County of Hidalgo project covered by the Agreement \$10,000,000 annual aggregate dedicated only to the County of Hidalgo project covered by the Agreement
5.2	<b>Scope</b>	Such insurance shall cover all services rendered by the Program Manager and vicarious liability arising out its engagement of subconsultants and subcontractors under the Agreement, including but not limited to design or design/build services.
5.3	<b>Retroactive Date</b>	Any retroactive date must be effective prior to beginning of services for the County of Hidalgo.
5.4	<b>Prohibitions</b>	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:  a. bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors; b. habitational or residential operations; c. mold and/or microbial matter and/or fungus and/or biological substance; or d. punitive, exemplary or multiplied damages (Where Permitted By Law is acceptable)

		A professional liability endorsement to a general liability policy is not acceptable.
5.5	<b>Term</b>	Policies written on a Claims-Made basis shall be maintained for at least four years beyond substantial completion of the Project improvements. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
5.6	<b>Waiver of Right of Recovery and Subrogation</b>	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties.
5.7	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
6.0	<b>Pollution Liability.</b> Program Manager <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required to maintain Pollution Liability insurance meeting at least the following specifications.	
6.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than: \$2,000,000 each claim \$4,000,000 annual aggregate
6.2	<b>Scope</b>	The policy must provide coverage for:  a. the full scope of the named insured's operations (on-going and completed) as described within the scope of Services under the Agreement b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages e. contractual liability f. claims arising from owned and non-owned disposal sites utilized in the performance of the Agreement.  Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement
6.3	<b>Additional Insured Status</b>	The policy must insure contractual liability, name County of Hidalgo Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.
6.4	<b>Insured Contracts</b>	Coverage shall include but not be limited to liability assumed by Program Manager under the Agreement, including the tort liability of another assumed in a business contract.
6.5	<b>Primary and Noncontributory Coverage</b>	This insurance shall be endorsed to provide primary and noncontributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by County of Hidalgo Parties, with County of Hidalgo Parties' insurance being excess, secondary and noncontributing.
6.6	<b>Waiver of Right of Recovery and Subrogation</b>	Program Manager agrees to waive it rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County of Hidalgo Parties.
6.7	<b>Notice of Cancellation</b>	This insurance shall be endorsed to provide a 30 day notice of cancellation to County of Hidalgo.
6.8	<b>Retroactive Date</b>	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of the Agreement or the commencement of Program Manager services relation to the Services.
6.9	<b>Prohibitions</b>	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:  a. Insured vs. Insured actions. However exclusion for claims made between insured within the same economic family are acceptable; b. Impaired Property That Has Not Been Physically Injured; c. Materials Supplied or Handled By The Named Insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval; d. Property Damage To The Work Performed By The Contractor; e. Faulty Workmanship as it relates to clean up costs; f. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law by acceptable); g. Work Performed By Subcontractors; and h. Contractual Liability incurred as a result of an injury to an employee of the insured.
6.10	<b>Term</b>	Completed operations coverage shall be maintained for a minimum of seven (7) years after the completion of work. The extended reporting period on a claims-made based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the work plus seven (7) years.

## 2. General Insurance Requirements.

### .1 Definitions. For purposes of the Agreement:

- a. "Agreement" means the Agreement to which this Exhibit is attached.
- b. "ISO" means Insurance Services Office.
- c. "Program Manager" means the firm selected with which the County enters the contract and shall include subconsultants and subcontractors of any tier and any other person or entity performing Services by, through, or under Program Manager.
- d. "County of Hidalgo Parties" means (a) the County of Hidalgo, Texas, (b) the Project, (c) any lender whose loan is secured by a lien against the Services, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

### .2 Limits. "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If Program Manager maintains greater limits, then these specifications shall not limit the amount of recovery available to County of Hidalgo Parties and the limits specified above as the minimum limits are increased to the greater limits.

### .3 Policies. All policies held by Program Manager and required herein must be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Services are to be performed.

### .4 Waiver. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### .5 Deductibles and Retentions. No deductible or self-insured retention shall exceed \$100,000 without prior written approval of the County of Hidalgo. If Program Manager elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$100,000.00, County of Hidalgo Parties and Program Manager shall maintain all rights and obligations between themselves as if Program Manager maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Program Manager shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Program Manager had maintained the insurance pursuant to this Exhibit. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Program Manager's sole risk. The Program Manager shall not be reimbursed for same.

### .6 Forms. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, County of Hidalgo will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by County of Hidalgo.

### .7 Evidence of Insurance. Program Manager is to provide County of Hidalgo with evidence of insurance prior to entry by Program Manager on the property and thereafter is to provide County of Hidalgo refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:

- a. County of Hidalgo as certificate holder at County of Hidalgo's mailing address;
- b. Insured's name, which must match that on the Agreement;
- c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
- d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
- e. Additional Insured status in favor of County of Hidalgo Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
- f. Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
- g. Personal Injury Contractual Liability on General Liability and Excess Liability;
- h. Primary and non-contributory status on General Liability, Excess Liability and Pollution Liability;
- i. Pollution Liability;
- j. Professional Liability;
- k. Waivers of subrogation on all coverages;
- l. Amount of any deductible or self-insured retention in excess of \$25,000;
- m. 30 Day Notice of Cancellation on all coverages;
- n. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- o. Copies of the following shall also be provided:
  - 1) General Liability Additional Insured endorsement(s);
  - 2) General Liability Schedule of Forms and Endorsements page(s); and
  - 3) 30 Day Notice of Cancellation endorsement applicable to all required policies.

If requested in writing by County of Hidalgo, Program Manager will provide to County of Hidalgo a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Services without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of the Agreement or this Exhibit, shall not constitute a waiver by any County of Hidalgo Party of any rights. The County of Hidalgo shall have the right, but not the obligation, of prohibiting the Program Manager or any subconsultant or subcontractor from performing any Services until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the County of Hidalgo.

**.8 Insurance Requirements of Program Manager's Subcontractors**

- a. Insurance similar to that required of the Program Manager shall be provided by all subconsultants and subcontractors (or provided by the Program Manager on behalf of subconsultants and subcontractors) to cover operations performed under any subcontract agreement. The Program Manager shall be held responsible for any modification in these insurance requirements as they apply to subconsultants and subcontractors. The Program Manager shall maintain certificates of insurance from all subconsultants and subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subconsultant or subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the County of Hidalgo upon request.
- b. The Program Manager is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Program Manager's or its subconsultant's or subcontractor's property shall be the Program Manager's and its subconsultant's and subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Program Manager and its subconsultants and subcontractors shall not be reimbursed for same. Should the Program Manager or its subconsultants or subcontractors choose to self insure this risk, it is expressly agreed that the Program Manager hereby waives, and shall cause its subconsultants and subcontractors to waive, any claim for damage or loss to said property in favor of the County of Hidalgo Parties.

**3. Miscellaneous**

- .1 **Release and Waiver.** The Program Manager hereby waives all rights of recovery and releases, and shall cause its subconsultants and subcontractors to release, the County of Hidalgo Parties from any and all claims or causes of action whatsoever which the Program Manager and/or its subconsultants or subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Program Manager and/or its subconsultants or subcontractors pursuant to the Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE COUNTY OF HIDALGO PARTIES.**
- .2 **No Waiver.** Failure of any County of Hidalgo Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any County of Hidalgo Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Program Manager's obligation to maintain such insurance.
- .3 **Suspension.** County of Hidalgo shall have the right, but not the obligation, of suspending Program Manager's authority to perform Services, without an increase in the sum payable by County of Hidalgo to Program Manager due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by County of Hidalgo.
- .4 **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Program Manager, an additional certificate(s) evidencing such coverage shall be provided to County of Hidalgo with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
- .5 **Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to County of Hidalgo as allowed under the law.
- .6 **Use of the County of Hidalgo's Equipment.** The Program Manager, its agents, employees, subconsultants, subcontractors or suppliers shall use the County of Hidalgo's equipment only with express written permission of the County of Hidalgo designated representative and in accordance with the County of Hidalgo's terms and condition for such use. If the Program Manager or any of its agents, employees, subconsultants, subcontractors or suppliers utilize any of the County of Hidalgo's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the County of Hidalgo, the Program Manager shall defend, indemnify and be liable to the County of Hidalgo Parties for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNITY APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE COUNTY OF HIDALGO PARTIES.**
- .7 **Program Manager Insurance Representations to County of Hidalgo Parties**
  - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent County of Hidalgo Parties' minimum requirements and are not to be construed to void or limit the Program Manager's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the Program Manager should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Program Manager in support of the Program Manager's liability and indemnity obligations under the Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Program Manager, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Agreement.
  - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, the Agreement. If the Program Manager shall fail to remedy such breach within five (5) business days after notice by the County of Hidalgo, the Program Manager will be liable for any and all costs, liabilities, damages and penalties resulting to the County of Hidalgo Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Program Manager by the County of Hidalgo. In the event of any failure by the Program Manager to comply with the provisions of the Agreement, the County of Hidalgo may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Program Manager, purchase such insurance, at the Program Manager's expense, provided that the County of Hidalgo shall have no obligation to do so and if the County of Hidalgo shall do so, the Program Manager shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- .8 **Survival.** This Exhibit is an independent contract provision and shall survive the completion of the Services or termination or expiration of the Agreement.