

## Exhibit 3: Insurance Requirements

### 1. Insurance:

#### A. DEFINITIONS FOR INSURANCE PROVISIONS

1. "We", "us", or "our" means the Dallas/Fort Worth International Airport Board.
2. "You" or "your" means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
3. "Contract" means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
4. For purpose of defining Additional Insured and Waiver of Subrogation, the term "Dallas Fort Worth International Airport Board (the Board) and the Cities of Dallas and Fort Worth, Texas" (the Cities) shall also mean the elected officials, boards, officers, employees, agents and representatives of the Board and the Cities.

#### B. GENERAL REQUIREMENTS

1. OWNER has elected to implement a mandatory Rolling Owner Controlled Insurance Program (ROCIP) that will provide Commercial General Liability, Excess Liability, Contractor's Pollution Liability, and Builders' Risk for all eligible contractors of every tier enrolled in the ROCIP and performing onsite construction activities related to the Project. Such coverage applies only to work performed under this Agreement at the Project site. All eligible contractors of every tier providing direct labor and services to the Project site will be required to participate. Eligible contractors of every tier must complete the enrollment process as outlined in the ROCIP MANUAL, in order to participate in the ROCIP as enrolled contractors. The ROCIP Manual is incorporated by reference into the Contract and accordingly, all provisions require mandatory compliance.
2. OWNER agrees to pay all premiums associated with the ROCIP including policy deductibles unless otherwise stated in the Contract or ROCIP Manual. All eligible contractors of every tier must exclude insurance costs for coverage provided under the ROCIP from their bids and all cost of work associated with the Contract.
3. The ROCIP Manual provides a general summary of the coverage provided by the ROCIP. A complete description of the terms and conditions of coverage is provided in the insurance policies. The ROCIP policies are available for review by the enrolled contractors upon request to the OWNER. The enrolled contractors agree to be bound by the terms and conditions as contained in such insurance policies. Although the ROCIP is intended to provide uniform insurance protection and dedicated limits, the Contractor acknowledges that the ROCIP is not intended to and does not meet all the insurance needs of the Contractor or subcontractors. In addition to any insurance provided by the OWNER, all enrolled contractors and all excluded subcontractors shall be responsible for providing certain insurance as specified in paragraph 3.D. below at their own cost and expense. Contractor and all subcontractors shall discuss the ROCIP with its insurance agent or consultant to ascertain that other necessary coverages are maintained. The furnishing of insurance by the OWNER through the ROCIP will in no way relieve or limit, or be construed to relieve or limit any enrolled contractor of any responsibility, liability or obligation imposed by the Contract or by law, including without limitation, any indemnification obligations which any enrolled party has to the OWNER thereunder.
4. The Contractor shall insert the substance of this Section and the ROCIP Manual in subcontracts under this Contract that require work on property owned or operated by, or under the control of, the OWNER and shall require subcontractors to comply with all ROCIP requirements and to provide and maintain the insurance required herein or the Contractor may provide said insurance coverage for the subcontractor(s). Before entry

of each such Contractor or subcontractor's personnel on the Project site, the eligible subcontractor(s) shall comply with the ROCIP enrollment requirements, which includes furnishing to the ROCIP Administrator, the completed enrollment form and a current certificate of insurance meeting the requirements of the Contract. All excluded subcontractors shall provide a current certificate of insurance meeting the requirements of the Contract. The Contractor shall maintain a file of all such certificates on site and readily available for review by the OWNER or its authorized representative.

5. Additionally, Contractor and all subcontractors shall comply with the requirements of the Dallas/Fort Worth ROCIP Safety Program - Construction Safety Guidelines Manual. All of Contractor's and each subcontractor's agents and employees must complete the required pre-assignment substance abuse screening, which consists of a five (5) panel, rapid screen test, criminal background check, and social security number (SSN) verification. Upon verification of completion, the Contractor and all subcontractors shall be required to have all Project agents and employees participate in a four (4) hour orientation and Safety Training Program before being eligible to work on the Project.
6. Eligible Contractors include contractors of all tiers performing labor or services at the Project site. Suppliers that perform or subcontract installation, temporary labor services, leasing companies providing direct labor and joint ventures and all joint venture partners are considered eligible contractors. The OWNER may at its discretion, include a contractor or subcontractor who otherwise, by definition would be an excluded contractor.
7. Enrolled Contractors include contractors of all tiers who have been awarded work, who have submitted the required enrollment form, have met all enrollment requirements, and have been issued a Certificate of Insurance by the ROCIP Administrator.
8. Excluded Contractors are not eligible for coverage in the ROCIP without prior approval from the OWNER and are defined in the ROCIP Manual. Excluded Contractors shall be required to maintain their own insurance, at their own expense, as set forth in Contractor Required Coverage. This insurance shall apply to all work associated with the Project. Excluded Contractors shall furnish certificates of insurance, giving evidence that all required insurance is in force prior to beginning work.
9. The OWNER intends to maintain coverages until the expiration of the policy or until the Project has been completed or put to its intended use, whichever occurs first.
10. The OWNER, reserves the right to terminate or modify the ROCIP or any portion thereof. The OWNER will provide (30) days written notice to the enrolled Contractor covered by the ROCIP. The enrolled Contractor will obtain appropriate replacement insurance coverage acceptable to the OWNER and provide evidence of such insurance prior to the effective date of the termination or modification of the ROCIP coverage. Written evidence of such insurance will be provided to the OWNER prior to the effective date of the termination or modification of the ROCIP coverages. The reimbursement for the cost of such replacement insurance will be calculated on pro-rata portion of actual insurance cost to replace the ROCIP coverages
11. You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board's Assistant Vice President of Risk Management.
12. All required policies must be written through a company approved to transact that class

of insurance business in the State of Texas, with a minimum rating of 'A -', and 'VII' by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.

13. All required policies, except policies for workers' compensation, professional liability and pollution liability, shall designate the below mentioned parties as "Additional Insureds".
  - a. "Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas."
14. All required policies shall waive the insurer's right of recovery or subrogation against the Board and the Cities. Claims charged against ROCIP will not be subrogated. Contractor will be responsible for any ROCIP policy deductible as indicated in the ROCIP Manual.
15. If any policy is in excess of a self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding \$100,000.
16. All required policies must be primary with respect to coverage provided for the Board.
17. All required policies must be non-contributory with other coverage or self-insurance available to the Board.
18. All required Liability policies, except Pollution & Professional, must be written on an "Occurrence Form." Neither "Modified Occurrence" nor "Claims-Made" policies are acceptable, and the Contractor will be in contractual default if your insurance is "Modified Occurrence" or "Claims Made." If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the Contractor's first professional service to the Board, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.
19. All required liability policies must cover cross-suits between insureds.
20. All required liability policies must contain a "severability of interests" provision.

**C. REQUIRED COVERAGE LIMITS**

1. **Workers' Compensation**                      **Texas Statutory Coverage**
2. **Employer's Liability Insurance**                      \$500,000 Each Accident  
    \$500,000 Each Disease, Each Employee  
    \$500,000 Each Disease Policy Limit
3. All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the Board, or entering upon the Board's premises, must be covered by Texas Workers' Compensation.
4. If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the Board's Risk Management Department (Risk Management) with a Hold Harmless and Indemnification Agreement in the form attached in the "Proposal Response Forms" section.
5. **Commercial General Liability (CGL)**

Limit Any One Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Personal and Advertising Injury	\$1,000,000
Policy Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

6. CGL coverage applies unless you provide only trucking, (no premises or operations other than driving, loading/unloading), or garage operations, (see below).
7. Policy coverage must be on an "occurrence" basis using the 1986, or successor, CGL form(s) as approved by the Texas State Board of Insurance.
8. Attachment of Endorsement CG2503, Amendment-Aggregate Limits of Insurance and CG2010, Additional Insured (per project).
9. Aggregate limits of General Contractors or construction contracts General Liability policies shall be "per project" or "per location," as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the Board and promptly reinstate the required aggregates.
10. If the contractor's operations involve excavation, grading, filling, backfilling, road or similar construction, General Liability policy shall not contain exclusions for subsidence or earth movement.
11. If the contractor's operations involve any construction, General liability policy shall not contain exclusions for hazards of explosion ("X"), collapse ("C") or underground ("U").
12. If the contractor's operations involve any construction, reconstruction, repair or similar work, General liability policy shall not contain any exclusion for such work.
13. **Business Automobile Liability**  

<b>Combined Single Limit for Each Accident</b>	<b>\$500,000</b>
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  - a. Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer's Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.
  - b. Auto pollution liability coverage is required on vehicles hauling hazardous cargo.
  - c. If your operations are solely a garage (vehicle maintenance and repair), you must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

**14. Excess/Umbrella Liability**  
**Limit Any One Occurrence/Aggregate** **\$1,000,000**

- a. Excess/Umbrella Liability coverage must follow form or be at least as broad as the underlying Primary insurance.

**D. ADDITIONAL LIMITS REQUIRED FOR EXCLUDED CONTRACTORS WITH OPERATIONS IN SECURE/AOA AREAS**

1. **Excess Liability (Secure Side)**  

<b>Limit Any One Occurrence/Aggregate</b>	<b>\$5,000,000</b>
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2. **Excess Liability (AOA)**  

<b>Limit Any One Occurrence/Aggregate</b>	<b>\$10,000,000</b>
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3. Total limits required may be satisfied through a combination of Primary and Excess/Umbrella Liability insurance policies.

4. Excess/Umbrella Liability coverage must follow form or be at least as broad as the underlying Primary insurance.
- E. **ADDITIONAL COVERAGE AND LIMITS THAT MAY BE REQUIRED** as needed for specific contracts. Note that additional limits may be required if warranted by exposure.
1. **Professional Liability Insurance** (if providing a service) \$1,000,000
    - a. Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.
    - b. If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first professional service to the Board.
  2. **Pollution Liability Insurance** unless provided by the Owner (if exposure to pollutants) \$1,000,000
    - a. If you have any exposure to asbestos, lead, mold, (including any work which could, if not performed properly, lead to mold or fungal contamination), petroleum products, contaminated soils, or other pollutants, you shall provide appropriate Pollution Liability or Environmental Impairment insurance.
    - b. If the Pollution Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.

**F. ADDITIONAL REQUIREMENTS**

1. If you are a crane/rigging operator or will hoist or move property of others in connection with our contract, you must have 'care, custody & control' exclusion deleted from your Commercial General Liability policy, or provide Rigger's Liability coverage at least equal to the highest replacement cost of materials to be hoisted or moved.
2. If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.
3. If you will store, warehouse, or otherwise have custody of property belonging to others in connection with our contract, you must have Warehousemen's Liability, Bailee's Customers' Goods, Garage-Keeper's Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.
4. If our contract calls for you to construct a structure, you must purchase and maintain "All-Risk" Builders Risk insurance for the full completed value of the structure and contents, including all changes and sufficient limit to fund full and immediate reconstruction under adverse conditions, unless covered by the Owner. This policy shall name Dallas Fort Worth International Airport Board as Loss Payee, as their interest may appear.
5. If you transport materials, equipment, machinery or furnishings to, or store such property on, our construction site, you must carry an "All-Risk" Installation Floater with coverage at least equal to the greatest concentration of value, (including the cost of transit, installation labor and testing).
6. If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.

7. If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Obligee".
8. Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.
9. The General Contractor shall endeavor to verify that such Subcontractors are in compliance with all contractual insurance requirements.
10. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
11. Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

#### **G. CERTIFICATION OF INSURANCE**

1. Upon execution of the contract or prior to commencement of work, whichever is first, you shall provide your contract administrator with a current insurance certificate by emailing your certificate to dfwcoi@dfwairport.com, with your contract number and business name in the subject line. Please copy your contract administrator on email submissions. You shall cause your insurance data to be kept current with DFW Board for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.
2. Fax or e-mail insurance certificates to the following:  
Email: dfwcoi@dfwairport.com  
FAX: (972) 973-5651
3. You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10) days of request.
4. You shall provide to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.
5. No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.
6. Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.
7. No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

- H. **WAIVER OF SUBROGATION:** Insurers shall have no right of recovery or subrogation against the Airport BOARD (OWNER) et al, it being the intention of the parties that insurance policies

so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance

**I. TO THE EXTENT COVERAGE IS PROVIDED BY THE ROCIP, OWNER AND CONTRACTOR AGREE TO WAIVE THEIR RIGHTS AS FOLLOWS**

1. Builders' Risk - Waiver of Rights of Recovery: To the extent coverage is provided by the ROCIP and the property insurance policy of the Airport Board, the Airport Board expressly waives its rights of subrogation and recovery against the Contractor or subcontractors of any tier for physical loss or damage to the insured property that exceeds the Contractor's \$25,000 deductible. Except as respects the per occurrence deductible shown above, each contractor or subcontractor waives any and all rights of subrogation and recovery each may have to recover physical loss or damage to the insured property against the Airport Board (OWNER); or its agents or assigns, and other contractors performing work related to the Project.
2. Contractor waives all rights of subrogation and recovery against Airport Board (OWNER), its designee(s), construction managers, general contractors, and subcontractor(s) of all tiers to the extent of any claims, loss or damage, which is insured under the ROCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against Airport Board (OWNER), its designee(s), construction managers, general contractors, and subcontractor(s) of all tiers. Each contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.