

## **Insurance Requirements**

### **SECTION A.**

PURCHASER shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to each policy, where applicable, and thus will be entitled to notice of cancellation, of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY PURCHASER UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

### **SECTION B.**

The CITY reserves the right to review the insurance requirements of this section during the effective period of the work performed by PURCHASER and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. PURCHASER shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or PURCHASER).

### **SECTION C. REQUIRED PROVISIONS**

PURCHASER agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
  - (i) Office of Procurement Services, Attention: Juanita Ortiz, Project Manager, 1500 Marilla, 3F-North, Dallas, Texas 75201 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

### **SECTION D. INSURANCE COVERAGE REQUIRED**

Subject to PURCHASER'S right to maintain reasonable deductibles, PURCHASER shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at PURCHASER'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000 Each Accident  
Bodily Injury by Disease: \$500,000 Each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.

**NOTES:**

- i. If PURCHASER will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, PURCHASER shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If PURCHASER is a non-subscriber or is self-insured, PURCHASER shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000 per occurrence.

The policy shall include:

- a) An endorsement on the policy naming the City of Dallas its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) Provide that PURCHASER'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

**NOTE:**

- i. If PURCHASER has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, PURCHASER shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

3. **COMMERCIAL GENERAL LIABILITY INSURANCE**

**Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate.

The policy shall include:

- a) An endorsement naming the City of Dallas, its officers, employees and elected representatives as additional insured using the broadest form of endorsement available, with such status extended to include the extension of the completed operations coverage as described above.
- b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) Mobile Equipment (not excluded).
- d) Include Riggers Liability coverage extension to cover property "on hook" in your care, custody and control for a limit of \$450,000.
- e) Provide that PURCHASER'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- f) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

**SECTION E. SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the PURCHASER, the PURCHASER shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name PURCHASER as an additional insured.

(2) PURCHASER shall obtain and monitor the certificates of insurance from each Subcontractor. PURCHASER must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

**SECTION F. PURCHASER LIABILITY**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by PURCHASER or its subcontractors shall not relieve PURCHASER of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate PURCHASER from liability.

**SECTION G. INDEMNITY**

PURCHASER agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by PURCHASER'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of PURCHASER, its officers, agents, employees, or subcontractors, in PURCHASER'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of PURCHASER and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**PURCHASER (COMPANY NAME):**\_\_\_\_\_

**BY:**\_\_\_\_\_  
Signature of Authorized Representative

**NAME:**\_\_\_\_\_  
Name of Authorized Representative (please print)

**DATE:**\_\_\_\_\_