

## Contractor's Insurance Requirements: Texas Stadium Property

All contractors entering the stadium property to remove items from the stadium will be required to meet the following insurance and indemnification requirements prior to performing any work upon the property of City of Irving and shall at all times while engaged in such removal, purchase, carry and maintain at all times while on the property, at the sole cost of contractor, the following minimum insurance with companies authorized to do business in the State of Texas, naming City of Irving and State of Texas as additional insureds:

A. Worker's compensation as required by Texas law with the policy endorsed, where reasonably available, to provide a waiver of subrogation as to City of Irving and the State of Texas and employer's liability insurance of not less than \$100,000 (or the statutorily required minimum if higher) for each accident;

B. Commercial general liability insurance in a minimum of \$1,000,000 each occurrence; \$2,000,000 general aggregate, which policy shall insure against bodily injury, death, and property damage and shall include coverage for premises and operations; and

C. Comprehensive automobile liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$500,000 combined single occurrence.

Contractor shall furnish to City policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least thirty (30) days prior written notice to each party hereto.

Contractor to provide a fully executed City of Irving, Texas INDEMNIFICATION BY CONTRACTOR on the form attached.

**City of Irving CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO ADDITIONAL RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED	COMPANIES AFFORDING COVERAGE	
	COMPANY	A
	COMPANY	B
	COMPANY	C
	COMPANY	D

**COVERAGES**

THIS IS TO CERTIFY TO THE DIRECTOR OF PUBLIC WORKS THAT THE FOLLOWING POLICIES OF INSURANCE, SUBJECT TO THEIR TERMS, CONDITIONS AND EXCLUSIONS, HAVE BEEN ISSUED BY THE COMPANIES COVERING THE INSURED NAMED BELOW FOR THE TYPES OF OPERATIONS AND AT THE LOCATIONS DESCRIBED HEREIN. IT IS UNDERSTOOD AND AGREED THAT NONE OF THE POLICES REFERENCED HEREIN WILL BE CANCELED, CHANGED, REDUCED IN COVERAGE, OR ALLOWED TO EXPIRE WITHOUT AT LEAST THIRTY (30) DAYS ADVANCE WRITTEN NOTICE BY CERTIFIED MAIL TO THE DIRECTOR OF PUBLIC WORKS AT THE ADDRESS LISTED UNDER CERTIFICATE HOLDER BELOW.

Co	TYPE OF LIABILITY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE				PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE(any one fire)	\$
	<input type="checkbox"/> CITY ADDITIONAL INSURED				MED EXP (any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
	<input type="checkbox"/> CITY ADDITIONAL INSURED				EACH ACCIDENT	\$
	EXCESS LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBR				AGGREGATE	\$
	WORKERS' COMPENSATION				STATUTORY LIMITS	
	EMPLOYER LIABILITY				EACH ACCIDENT	
	PROPRIETOR/PARTNERS/ INCLUDED				DISEASE - POLICY LIMIT	\$
	EXECUTIVE OFFICER ARE:				DISEASE - EACH EMPLOYEE	\$
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL					
	<input type="checkbox"/> All Risk Builder's Risk					
	<input type="checkbox"/> CITY NAMED INSURED					
	OTHER					

**ENDORSEMENTS: (PLEASE CHECK MARK WHICH ENDORSEMENTS HAVE BEEN ATTACHED TO THESE POLICIES)**

Premises/Operations	Products/Compl. Operations	CG 2503 "Amended Aggregate Limit of Insurance per Project"	Independent Contractor
<input type="checkbox"/> Blank Cont/Hold Harmless	<input type="checkbox"/> Owner/Contractor/ Protective	<input type="checkbox"/> Explosion, Collapse & Underground Damage (XCU)	<input type="checkbox"/> OCCURRENCE POLICY
<input type="checkbox"/> Extended Bodily Injury	<input type="checkbox"/> Broad Form PD	<input type="checkbox"/> Personal Injury, with employment exclusion deleted	<input type="checkbox"/> ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<p><b>THE CITY OF IRVING</b> has been named an additional insured by an endorsement to the coverages, other than Workers' Compensation and Employers' Liability, listed herein with regard to the Insured's activities under this project and all premiums arising from the coverages herein shall be the responsibility of the Insured.</p>	<p>Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days advance written notice to the certificate holder by certified mail.</p>
<p><b>CONTRACTUAL LIABILITY</b></p> <p>Subject to policy terms, conditions and exclusions, specific Contractual Liability coverage is provided as follows:</p> <p><input type="checkbox"/> Only for liability assumed by the Insured under its Contract with the City of Irving for the operations described herein.</p> <p><input type="checkbox"/> All Contracts between the Insured and the City of Irving</p>	<p><b>SIGNATURE</b></p> <p>Authorized Representative</p>

**ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ personally appeared \_\_\_\_\_, an authorized representative of \_\_\_\_\_ (name of producer) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose of proving that the Insured is covered by the policies of insurance indicated above.

Notary Public in and for the State of \_\_\_\_\_ My Commission Expires \_\_\_\_\_ [SEAL]

CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_, (Name of Insurance Company) do certify that the workers' compensation policy, of the insured \_\_\_\_\_, (Name of Contractor) on the "City of Irving Certificate of Insurance" meets all current Texas state laws and requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City/State/Zip

ACKNOWLEDGEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, an authorized representative of \_\_\_\_\_, (Name of Insurance Company) known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purpose of certifying that the Insured is covered by workers' compensation in accordance with current Texas state laws.

\_\_\_\_\_  
Notary Public In and For the State of Texas

My commission expires:

\_\_\_\_\_

**CITY OF IRVING, TEXAS  
INDEMNIFICATION BY CONTRACTOR  
(Must Be Completed and Signed by Contractor)**

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, 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 indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a City of Irving Standard Certificate of Insurance evidencing the required coverage.

_____ <b>CONTRACTOR (Company Name)</b>
_____ <b>BY (Signature)</b>
_____ <b>PRINTED NAME</b>
_____ <b>PRINTED TITLE</b>

**Complete, Sign and Return as follows:**

Fax To: Requester's Name: \_\_\_\_\_, Fax Number: \_\_\_\_\_, and then mail Original Form to:  
Requester's Name: \_\_\_\_\_, Dept. # \_\_\_\_\_, City of Irving, PO Box 152288, Irving TX 75015-2288