

## **INSURANCE REQUIREMENTS (IN THE MINIMUM OF)**

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or a Texas Department of Insurance-approved form at time of request. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. The City reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to start of any work.

1. **Commercial General Liability:** \$1,000,000.00 per occurrence, \$1,000,000.00 products/completed operations and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
2. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided for any auto, or hired and non-owned vehicles.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers' Liability policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit – disease, \$100,000. each employee - disease.
4. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement *follow form* professional liability insurance. Limits of liability shall be \$1,000,000 per claim. Contractor shall maintain this policy for a period of four (4) years after the completion of the project or shall purchase extended reporting period or “tail” coverage insurance.
5. **Cyber Risk Liability (Network Security/Privacy Liability or Technology Liability)** Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

\$1,000,000 per **occurrence or claim**  
\$2,000,000 **aggregate**

Coverage may be written as a stand-alone policy, or included as part of the General Liability policy. If Cyber Risk is included on the General Liability policy, the minimum policy limits required are \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. If coverage is written on a claims made basis, the contractor must maintain this policy for a period of two (2) years after completion of services, or shall purchase an extended reporting period or “tail” coverage providing equivalent coverage for the same period of time.

### **Other Insurance Provisions**

1. The City, its officials, employees and volunteers shall be named as an additional insured with a waiver of subrogation in favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Financial Services/Purchasing Division  
Mail stop 63-0810  
City of Arlington  
P. O. Box 90231  
Arlington, Texas 76004-3231

6. Workers' Compensation Insurance Coverage
  - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
  - c. Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
  - d. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
  - e. The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.
  - f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
  - g. The contractor shall obtain from each person providing services on a project, and provide to the City:
    - i. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- ii. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- iii. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- iv. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- v. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- vi. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- h. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - i. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
- 7. Any of the insurance policies required by the city may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
- 8. Companies issuing the insurance policies and contractor shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
- 9. Approval, disapproval or failure to act by CITY regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
- 10. All liability policies required herein,, shall be written with an "occurrence" basis coverage trigger.