City of Grand Prairie Policy

Minimum Insurance Standards For Contracts And Leases

Replaced A.D. 6.0
Effective Date 12/14/18

1.0 POLICY

The City should require minimum insurance standards for all service provider and non-service provider leases and contracts.

2.0 PURPOSE

The purpose of this directive is to provide guidelines for individuals and companies who have leases and contracts with the City of Grand Prairie. The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. The City Manager may make exceptions of these guidelines for business reasons.

3.0 DEPARTMENTS AFFECTED/RESPONSIBILITIES

Department Managers are responsible for insuring that contract/lease holders have the required insurance coverage, is included and maintained on all contracts.

The City Attorney's Office is responsible for reviewing and approving contracts as to form. Non-standard agreements may require different or additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the City Manager's Office.

4.0 PROCEDURE

4.1 All contracts will have a certificate of insurance in favor of the City with a 30-day notice of cancellation.

4.2 Additional requirements for all Contracts:
- 4.2.1 Names the City as Additional Insured;
- 4.2.2 Names the City as Certificate Holder; and
- 4.2.3 Includes Waiver of Subrogation in favor of the City.

4.3 Original proof of coverage will be maintained and controlled by Department Managers. Insurance certificates must accompany all contracts for City Manager/DCM signature and scanning by City Secretary and coverage must be kept current for the life of the agreement by the City Secretary. A completed contract coversheet with pertinent project information, including insurance carrier names/expiration dates, must also accompany the agreement.

4.4 In the event a certificate of insurance is received which does not comply with the minimum standards for insurance coverage, the appropriate department will be notified of the certificate deficiency. The Department must correct the deficiency and obtain a corrected certificate of insurance. The work being performed under the contract cannot begin until the certificate has been approved.

4.5 The City Attorney's Office will run quarterly reports of current insurance certificates from the City Secretary's files and alert Departments of expiring certificates. If a renewal certificate is not received at least two weeks prior to the expiration date of the certificate the department will be immediately notified. The work being performed under the contract for which the certificate is provided must cease on the date specified until a renewal certificate is received and approved by the City of Grand Prairie. The City Attorney's Office will advise the City Manager's Office if a renewal certificate has not been received.

5.0 COVERAGES

The amount and type of coverage is dependent on the type of contract. See Exhibit A for a chart summary of the insurance requirements.

Purchase of Goods:

- Commercial General Liability

General Contracts for Services:

Service work, supplies requiring installation, janitorial services, welding, surveyors, plumbing contractors, maintenance agreements, concessionaires, tire repairs, tow service, painting, electrical, movers, major street repairs, waterline projects, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employers' Liability
- Payment/Performance Bond

See Exhibit B for insurance language to provide to vendor and to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, veterinarians, medical doctors, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employers' Liability
- Professional Liability

See Exhibit C for insurance language to provide to vendor and to include in professional services contracts

Construction:

Building contractors for construction projects.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employers' Liability
- Professional Liability
- Builder's Risk
- Excess Coverage (projects over $1 million)
- Payment/Performance/Maintenance Bond

See Exhibit D for insurance language to provide to vendor and to include in construction contracts

Technology Related Goods and Services:

For the purchasing of technology-related software and equipment or contracting services that support, maintain or interact with the City's technology systems.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employers' Liability
- Professional Liability
- Commercial Crime
- Cyber Liability

See Exhibit E for insurance language to provide to vendor and to include in technology related goods and services agreements

Facility Leases (Non-Airport):

When non-airport facilities are leased.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employers' Liability

*See Exhibit F for insurance language to provide to vendor and to include in non-airport facility lease agreements

Airport Facility Leases:

- Consult with City Attorney's Office

Oil/Gas Drilling Operations:

For any operations or services involving oil/gas drilling.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employers' Liability
- Excess/Umbrella Liability
- Environmental Pollution Liability
- Control of Well

See Exhibit G for insurance language to provide to vendor and to include in contracts involving oil/gas drilling operations

Standard Limits

Insurance Type	Limit
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 Per Accident
Professional Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
Excess/Umbrella Liability	$5,000,000 Per Occurrence
Builder's Risk	100% Value
Environmental Pollution Liability	$1,000,000 Per Occurrence $10,000,000 Aggregate
Control of Well	$5,000,000 Per Occurrence
Bonds	100% of Contract Sum

EXHIBIT A

Grand Prairie TEXAS

	Standard Insurance Requirements					
	Commercial General Liability	Automobile Liability	Workers' Compensation & Employer's Liability	Professional Liability	Builders Risk	Other Insurance
Agreement Type (Standard)						
Purchase of goods less than $50,000 (except IT or software related)	*$500K per incident, $1M aggregate*					
Purchase of goods of more than $50,000 (except IT or software related)	*$1M per incident, $2M aggregate*					
Services - Trades (plumbing, electrical, janitorial, etc.) **See Exhibit B for details*	*$1M per incident, $2M aggregate*	*$1M combined single limit*	*Statutory Amount*			*Payment/Performance/ Maintenance Bonds*
Professional Services & Consultants (except IT or software related) **See Exhibit C for details*	*$1M per incident, $2M aggregate*	*$1M combined single limit*	*Statutory Amount $1M – Employer's liability*	*$1M per incident, $2M aggregate*		
Construction/Public Works **See Exhibit D for details*	*$1M per incident, $2M aggregate*	*$1M combined single limit*	*Statutory Amount $1M – Employer's liability*	*$1M per incident, $2M aggregate (if applicable)*	*Limit set at the value of the completed construction project*	*Payment/Performance /Maintenance Bonds; $5M Excess Coverage if project is over $1M*
IT related software, goods and services **See Exhibit E for details*	*$1M per incident, $2M aggregate*	*$1M combined single limit*	*Statutory Amount $1M – Employer's liability*	*$1M per incident, $2M aggregate*		*Crime: $1M per incident ; Cyber: $1M per incident*
Airport Leases	*Consult with City Attorney's office*					
Required Endorsements	• *Additional Insured* • *Waiver of Subrogation* • *Notice of Cancellation*	• *Additional Insured* • *Waiver of Subrogation* • *Notice of Cancellation*	• *Waiver of Subrogation* • *Notice of Cancellation*	• *Notice of Cancellation*	• *Notice of Cancellation* • *Loss Payee*	• *Notice of Cancellation*

Note: City Manager's Office may waive any insurance requirements for low cost/low risk contracts

EXHIBIT B

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Applies to service work, supplies requiring installation, janitorial services, welding, surveyors, plumbing contractors, maintenance agreements, concessionaires, tire repairs, tow service, painting, electrical, movers, major street repairs, waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor and included in any bids.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). **"Claims Made" form is unacceptable.** Policy will include coverage for:

   a. Premises & Operations
   b. Broad Form Contractual Liability
   c. Products and Completed Operations
   d. Personal Injury
   e. Broad Form Property Damage

   NOTE: The aggregate loss limit applies to each project.

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4. Payment/Performance Bond.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

Insurance Type	Limit
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Employers' Liability - $1,000,000
Payment/Performance Bond	100% of Contract Sum

Limits can only be reduced if approved by the City Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special

limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.

b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage
The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

E. **ACCEPTABILITY OF INSURERS**
All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

F. **VERIFICATION OF COVERAGE**
Contractor shall furnish the City of Grand Prairie with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. **HOLD HARMLESS AND INDEMNIFICATION**
Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

EXHIBIT C

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Applies to professionals including accountants, attorneys, architects, engineers, medical doctors, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor and included in any bids.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). **"Claims Made" form is unacceptable.** Policy will include coverage for:

   a. Premises – Operations
   b. Broad Form Contractual Liability
   c. Products and Completed Operations
   d. Personal Injury
   e. Broad Form Property Damage

   NOTE: The aggregate loss limit applies to each project.

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4. Professional Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

Insurance Type	Limit
Commercial General Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Employers' Liability - $1,000,000
Professional Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate

Limits can only be reduced if approved by the City Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

   a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is

understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.

b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage
The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Professional Liability
"Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

4. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

E. **ACCESS TO NETWORKS/DATA**
Contractors with access to City networks or personal data must carry cyber liability coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state or federal guidelines.

F. **ACCEPTABILITY OF INSURERS**
All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

G. **VERIFICATION OF COVERAGE**
Contractor shall furnish the City of Grand Prairie with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

H. **HOLD HARMLESS AND INDEMNIFICATION**
Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

EXHIBIT D

INSURANCE REQUIREMENTS
PROJECTS INVOLVING CONSTRUCTION

Services for construction projects including building contractors, construction manager at-risk, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor and included in any bids.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). **"Claims Made" form is unacceptable.** Policy will include coverage for:

   a. Premises – Operations
   b. Broad Form Contractual Liability
   c. Products and Completed Operations
   d. Use of Contractors and Subcontractors
   e. Personal Injury
   f. Broad Form Property Damage
   g. Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense.
      NOTE: The aggregate loss limit applies to each project.

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4. Professional Liability Insurance.

5. Builders' Risk Insurance (as applicable) – Completed value form.

6. Excess Liability Insurance – For projects exceeding $1,000,000.

7. Payment/Performance/Maintenance Bond to cover the project.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

Insurance Type	Limit
Commercial General Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Employers' Liability - $1,000,000
Professional Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate
Builders' Risk	Completed Value of the Structure
Excess Liability	$5,000,000 - For Projects Exceeding $1M
Payment/Performance/ Maintenance Bond	100% of Contract Sum

Limits can only be reduced if approved by the City Manager or designee.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

D. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.

   b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

   d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage
   The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Professional Liability
   "Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

4. All Coverages
   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

E. **ACCEPTABILITY OF INSURERS**

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

F. **VERIFICATION OF COVERAGE**

Contractor shall furnish the City of Grand Prairie with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. **HOLD HARMLESS AND INDEMNIFICATION**

Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

EXHIBIT E

INSURANCE REQUIREMENTS
TECHNOLOGY RELATED GOODS AND SERVICES

Applies to the purchasing of technology-related software and equipment or contracting services that support, maintain or interact with the City's technology systems.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor and included in any bids.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). **"Claims Made" form is unacceptable.** Policy will include coverage for:

   a. Premises – Operations
   b. Broad Form Contractual Liability
   c. Products and Completed Operations
   d. Personal Injury
   e. Broad Form Property Damage

   NOTE: The aggregate loss limit applies to each project.

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4. Professional Liability Insurance.

5. Commercial Crime

6. Cyber Liability

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

Insurance Type	Limit
Commercial General Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Employers' Liability - $1,000,000
Professional Liability	$1,000,000 Per Occurrence $2,000,000 Aggregate
Commercial Crime	$1,000,000 Per Occurrence
Cyber Liability	$1,000,000 Per Occurrence

Limits can only be reduced if approved by the City Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

   a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.

   b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

   d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage
   The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Professional Liability
   "Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

4. All Coverages
   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

E. <u>ACCESS TO NETWORKS/DATA</u>

Contractors with access to City networks or personal data must carry cyber liability coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state or federal guidelines.

F. <u>ACCEPTABILITY OF INSURERS</u>

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

G. <u>VERIFICATION OF COVERAGE</u>

Contractor shall furnish the City of Grand Prairie with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

H. <u>HOLD HARMLESS AND INDEMNIFICATION</u>

Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

EXHIBIT F

INSURANCE REQUIREMENTS
LEASES AND SPECIAL EVENTS (NON-AIRPORT)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). **"Claims Made" form is unacceptable.**

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract

3. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

Insurance Type	Limit
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate $5,000,000 Limit for Golf Leases $10,000,000 Limit for Emergency Response Leases
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Employers' Liability - $1,000,000

Limits can only be reduced if approved by the City Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees, or 2) the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability

   a. The City, its officers, officials, employees and volunteers are to be covered as "additional insured" with respect to liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance.

   b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

   c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

   d. Lessee's insurance shall be primary as respects to the City, its officers, officials, employees or volunteers.

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

3. Workers' Compensation and Employers Liability Coverage
The Lessee and/or Lessee insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from the leased premises; including losses arising from the employees of the lessee.

4. All Coverages
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 except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **ACCEPTABILITY OF INSURERS**
All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

F. **VERIFICATION OF COVERAGE**
Lessee shall furnish the City of Grand Prairie with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and are to be received and approved by the City before the lease commences. Certificates must be submitted on a form approved by the Texas Department of Insurance. The City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. **FOOD AND/OR LIQUOR COVERAGE**
If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum $1,000,000 Liquor Liability Policy will be required.

H. **SPECIAL EVENTS**
If Special Events are held, insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. **HOLD HARMLESS AND INDEMNIFICATION**
Lessee covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Lessees' event or activity, including any and all participants, exhibitors, sub-vendors, or otherwise involved in the event or activity. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense, and agrees to bear all other costs and expenses related thereto even if it is groundless, false, or fraudulent.

EXHIBIT G

INSURANCE REQUIREMENTS
OIL / GAS WELL DRILLING OPERATIONS

Vendor shall procure and maintain, for the duration of the Oil or Gas Well Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor and included in any bids.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). **"Claims Made" form is unacceptable** except for Professional Liability, Environmental Pollution Liability and Excess or Umbrella Liability, which may be on a claims-made basis.

    a. Premises – Operations, Blowout or Explosion
    b. Blanket Contractual Liability
    c. Sudden and Accidental Pollution
    d. Products and Completed Operations
    e. Underground Resources Damage
    f. Personal Injury
    g. Independent Contractor's Protective Liability
    h. Broad Form Property Damage

    NOTE: The aggregate loss limit applies to each project.

2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4. Excess or Umbrella Liability

5. Environmental Pollution Liability

6. Control of Well

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

Insurance Type	Limit
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Employers' Liability - $1,000,000
Excess/Umbrella Liability	$5,000,000 Per Occurrence
Environmental Pollution Liability	$1,000,000 Per Occurrence $10,000,000 Aggregate
Control of Well	$5,000,000 Per Occurrence

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

    a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" with respect to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.

    b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

    c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

    d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage
   The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Excess or Umbrella Liability
   Coverage must include an endorsement for sudden or accidental pollution. If Seepage and Pollution coverage is written on a "claims made" basis, the Operator must maintain continuous coverage and purchase Extended Coverage Period Insurance when necessary. $5,000,000 – Excess limit, if the Operator has a stand-alone Environmental Pollution Liability (EPL) policy. $10,000,000 – Excess limit, if the Operator does not have a stand-alone EPL policy.

4. Environmental Pollution Liability Coverage.

    a. Operator shall purchase and maintain in force for the duration of the Oil or Gas Well Permit, insurance for environmental pollution liability applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims; all in connection with any loss arising from the insured site. Coverage shall be maintained in the amount of at least $1,000,000 per loss, with an annual aggregate of at least $10,000,000.

    b. Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants.

    c. The Operator shall maintain continuous coverage and shall purchase Extended Coverage Period insurance when necessary. The Extended Coverage Period insurance must provide that any retroactive date applicable to coverage under the policy precedes the effective date of the issuance of the permit by the City.

5. Control of Well - The policy should cover the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage and pollution damage as first party recovery for the Operator and related expenses, including, but not limited to, loss of equipment, experts and evacuation of residents. $5,000,000 per occurrence / no aggregate, if available, otherwise an aggregate of $10,000,000. $500,000 sub-limit endorsement may be added for damage to property for which the Operator has care, custody and control.

6. All Coverages
   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

E. <u>ACCEPTABILITY OF INSURERS</u>
All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City of Grand Prairie with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor's actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract