



Pharr



CITY OF PHARR INSURANCE REQUIREMENTS

The term "City" shall include the City of Pharr and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

All Certificates of Insurance must be received prior to commencement of service/work and shall be reviewed by the Purchasing department. Any exceptions or variations to these insurance requirements shall be approved by the City Manager or his/her designated representative **prior** to the commencement of any work. These insurance requirements shall be complied with by all subcontractors.

All insurance carriers shall be rated A6 or better and be published in a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City of Pharr reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on an Acord 25 Form.

The following information shall be listed under "Certificate Holder": City of Pharr, P.O. Box 1729, (118 S. Cage Blvd.) Pharr TX 78577. Email: bids@pharr-tx.gov

In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$250,000 Each Occurrence, \$500,000 General Aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$500,000 combined single limit (each accident). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Pharr" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- C. **Builder's Risk/Fire & Extended Coverage**
The Contractor shall insure the building or other work included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction, or erection to the described property.

- D. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Pharr in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. **Professional Services - Insurance Provisions:** Errors & Omissions (Professional Liability): \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claim made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four

(4) years following completion of the services provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

- F. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts more than \$25,000.



EXAMPLE ONLY *

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Name of Insurance Company Address City, State Zip Code	CONTACT NAME: Contact Name	FAX (A/C, No): Fax Number
		PHONE (A/C, No, Ext): Phone Number	
INSURED	Company Name Address City, State Zip Code	E-MAIL ADDRESS: Email Address	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Name of Insurance Company Providing G.L.	NAIC #
		INSURER B: Name of Insurance Company Providing A.L.	NAIC #
		INSURER C: Name of Insurance Company Providing W.C.	NAIC #
		INSURER D: Name of Insurance Company Providing P.L.	NAIC #
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			VMGP002895	05/22/2019	05/22/2026	EACH OCCURRENCE	\$ 250,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 250,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 500,000
							PRODUCTS - COMP/OP AGG	\$ 500,000
								\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	37UENST2536	09/13/2018	09/13/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC-97-65-323-02	05/22/2019	05/22/2026	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A	<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT	\$ 500,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Professional Liability			LHD604040519	05/22/2019	05/22/2026	Each Claim	\$1,000,000
	Note: Only Applies To Professional Services Such As Engineers, etc.						Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*****NOTE: PLEASE DO NOT SPECIFY SPECIFIC PROJECT OR CONTRACT INFORMATION IN THIS FIELD SO THAT THIS CERTIFICATE MAY BE APPLIED TO ALL CURRENT PROJECTS BEING PERFORMED BY THE COMPANY WITH THE CITY OF PHARR.

*****NOTE: ADDITIONAL INSURED & WAIVER OF SUBROGATION ENDORSEMENT INFORMATION MAY BE INCLUDED IN THIS FIELD. (THIS INFORMATION IS REQUIRED IN THIS FIELD IF THE ACTUAL ENDORSEMENTS ARE NOT SUBMITTED)

CERTIFICATE HOLDER

CANCELLATION

CITY OF PHARR
P.O. BOX 1729
PHARR, TX 78577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*****SIGNATURE REQUIRED*****

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ACORD 25 (2010/05)

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*NOTE: THIS EXAMPLE FORM IS ONLY TO DEMONSTRATE A PROPERLY FILLED OUT FORM AND THE MINIMUM COVERAGE LIMITS AS REQUIRED BY THE CITY OF MCALLEN.