

## City of Round Rock Insurance Requirements

1. **INSURANCE:** The Vendor (“Contractor”) shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
  - 1.1. Certificates of Insurance and endorsements shall be furnished to the City of Round Rock (“City”) and approved by the City before work commences.
  - 1.2. The following standard insurance policies shall be required:
    - 1.2.1. General Liability Policy
    - 1.2.2. Automobile Liability Policy
    - 1.2.3. Worker’s Compensation Policy
  - 1.3. The following general requirements are applicable to all policies:
    - 1.3.1. Only insurance companies licensed and admitted to conduct business in the State of Texas shall be accepted.
    - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
    - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
    - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
      - 1.3.5.1. Minimum General liability Coverage of 100/300/100.
        - \$100,000 per accident
        - \$300,000 policy limits
        - \$100,000 per person
      - 1.3.5.2. Property Damage Insurance with minimum limits of \$100,000 for each occurrence.
      - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$100,000 for each occurrence.
      - 1.3.5.4. Statutory Worker’s Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
    - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.

- 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.
- 1.5. The Contractor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
  - 1.5.1. Provide for an additional insurance endorsement clause declaring the Contractor's insurance as primary.
  - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
  - 1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.
  - 1.5.4. Remove all language on the certificate of insurance indicating:
    - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
    - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
  - 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
  - 1.5.6. The Contractor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
  - 1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
  - 1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
  - 1.5.9. The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
  - 1.5.10. All notices shall be mailed to the City at the following addresses:

**Chief Procurement Officer  
City of Round Rock  
221 East Main  
Round Rock, TX 78664**

**City Attorney  
City of Round Rock  
309 East Main  
Round Rock, TX 78664**

## **2. WORKERS COMPENSATION INSURANCE**

- 2.1. Texas Labor Code, Section 406.096 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
  - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation 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.
  - 2.1.2. 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 City.
- 2.2. 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 services 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.
- 2.3. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that 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.
- 2.4. The Contractor must provide a certificate of coverage to the City prior to being awarded the agreement.
- 2.5. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- 2.6. The Contractor shall obtain from each person providing services on a project, and provide to the City:
  - 2.6.1. 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
  - 2.6.2. no later than seven (7) calendar 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.
- 2.7. The Contractor shall retain all required certificates of coverage for the duration of the project and for two (2) years thereafter.
- 2.8. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. 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.

- 2.10. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 2.10.2. 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 a project, for the duration of the project.
  - 2.10.3. 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.
    - 2.10.3.1. obtain from each other person with whom it contracts, and provide to the Contractor:
      - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
      - 2.10.3.1.2. 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.
    - 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for two (2) years thereafter;
    - 2.10.3.3. notify the City in writing by certified mail or personal delivery, within ten (10) calendar 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
    - 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
    - 2.10.3.5. By signing the solicitation associated with the specification, 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.
    - 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.



(Instructions for completing and submitting a certificate to the City of Round Rock)

Complete the certificate of insurance with the information listed below as required:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) (The City requires all insurance companies to be Authorized to do business in the State of Texas)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D.
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required bywritten contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Round Rock. Professional Liability Coverage – for professional services if required by the City of Round Rock.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Round Rock.
  - (1) Adding the City of Round Rock as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Round Rock's name and address information must be listed in this section.
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Round Rock in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY) 02/01/2024

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: ABC Insurance Agency, Tampa, Florida 33333-000. CONTACT NAME: John Smith, PHONE: 812-230-0000, FAX: (A/C, No):, E-MAIL: info@abcagency.com, ADDRESS: info@abcagency.com. INSURER(S) AFFORDING COVERAGE table with columns INSURER A-F and NAIC #.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Builders Risk/Professional Services.

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

Additional description of insurance coverage, locations and vehicles as needed.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Round Rock, 221 E. Main St, Round Rock, TX 78664, Attention: Chief Procurement Officer. CANCELLATION: 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: Authorized Agent Signature.

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