

Insurance Requirements
For
City of Austin Art in Public Places Contracts

Contractor/Artist shall carry insurance in the types and amounts indicated below for the duration of the Contract. Workers' Compensation and Employers' Liability Insurance must commence before the installation on City Property; Commercial General Liability Insurance and Auto Liability must commence 30 days after the signing of the contract with the City of Austin. Any Architect or Engineer affixing their seal to an Artist's design drawings must provide evidence of A&E Professional Liability Insurance in effect on the date their seal is affixed.

A. Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 401) and minimum policy limits for employers liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

The Contractor's/Artist's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

1. Waiver of Subrogation, form WC 420304
2. Thirty (30) day Notice of Cancellation, form WC 420601.

B. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage's A & B. The policy shall include Products/Completed Operations coverage with a minimum of \$500,000. The policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this project.
2. Independent Contractors coverage.
3. City of Austin listed as an additional insured, endorsement CG 2010.
4. Thirty (30) day notice of cancellation in favor of the City of Austin, endorsement CG 0205.
5. Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.

EXHIBIT E

C. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:

1. Waiver of Subrogation endorsement TE 2046A
2. Thirty (30) day Notice of Cancellation endorsement TE 0202A
3. Additional Insured endorsement TE 9901B

D. A&E Professional Liability Insurance is required of all design professionals (i.e., architects and engineers) affixing their seal to an artist's design drawings, with a minimum limit of liability of \$1,000,000 per claim / occurrence. Professional Liability Insurance to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for 30 day notice of cancellation in favor of the OWNER.

General Requirements

Contractor/Artist must complete and forward a written quote for the required insurance coverages to the City before the Contract is executed. The Contractor/Artist shall not commence fabrication until he/she has obtained the required insurance and has forwarded a certificate of insurance for the required insurance coverages and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor/Artist hereunder.

Contractor's/Artist's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

Contractor/Artist must submit certificates of insurance for all Subcontractors to the City prior to them commencing work on the project. Subcontractors auto liability insurance shall be written by companies licensed to do business in the State of Texas and with A.M. Best ratings of B+VII or better.

All endorsements naming the City of Austin such as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate: ***City of Austin, AIPP Program, attn: Meghan Wells, 201 E. Second St., Austin, Texas 78701; FAX: (512) 974-6379.***

EXHIBIT E

If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of services under this agreement.

The "other" insurance clause shall not apply to the City where the City of Austin is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor/Artist shall be considered primary coverage as applicable.

If insurance policies are not written for amounts specified above, Contractor/Artist shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

The City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor/Artist.

The Contractor/Artist shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Contractor/Artist shall be responsible for premiums, deductibles and self-insured retention's, if any, stated in policies. All deductibles or self-insured retention's shall be disclosed on the certificate of insurance attached.

The Contractor/Artist shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

The insurance coverage's required under this contract are required minimums and are not intended to limit the responsibility or liability of the Contractor/Artist.