Category B

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation or inspection. Services such as: Elevator Inspection, Computer Repair, Drapery Installation, Microscope Cleaning, Fish Tank Cleaning/Repair., etc. Category assignment is the sole discretion of the Director of Risk Management.

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 included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability "Occurrence" form only, "claims made" form is unacceptable except for professional liability.

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

3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. $1,000,000 Aggregate 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. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

3. Automobile Liability - $500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention must be declared to and approved by the District.

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 District, 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 District, 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 District.

   b. The vendor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, 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 District, its officers, officials, and employees, Boards and Commissions or volunteers.

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

   e. The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the District.

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

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 District.

D. ACCEPTABILITY OF INSURERS

The District prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-VI, or, A or better** by Standard and Poors.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the District 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 similar to the ACORD Form are acceptable. The District will not accept Memorandums of Insurance or Binders as proof of insurance. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to defend, keep harmless and indemnify the District, its officers, officials, employees or volunteers 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.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the District. Certificates of Insurance similar to the ACORD form are acceptable. District will not accept Memorandums of Insurance or Binders as proof of insurance. District, at its own discretion, may require a copy of any policy presented to the District.

ACORD ™

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY): 09/01/11

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 CERITIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSSUING 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

ABC Insurance Agency
1234 Insurance Street
Ft. Worth, TX 76017

Contact Name: Sample Certificate for Category B Vendors
Phone (A/C No. Ext).:
FAX (A/C) No.:
E-Mail Address:

INSURER9S0 AFFORDING COVERAGE		NAIC#
COMPANY A	A.M. Best A- VI or Better Insurance Carrier	
COMPANY B	A.M. Best A- VI or Better Insurance Carrier	
COMPANY C	A.M. Best A- VI or Better Insurance Carrier	
COMPANY D	A.M. Best A- VI or Better Insurance Carrier	
COMPANY E	A.M. Best A- VI or Better Insurance Carrier	
COMPANY F	A.M. Best A- Vi or Better Insurance Carrier	

INSURED

ABC Contractor
9873 Contractor Street
Ft. Worth, TX 76017

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS ID TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, 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.

CO LTR	TYPE OF INSURANCE	Addl Insr	Subr Wvr	POLICY NUMBER	POLICY EFFE (MM./DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR X Per Project Agg. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC	X	X	123456789	09/01/11	09/01/12	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one Fire) MED EXP (Any one person)	$ 1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 100,000 $ 5,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	X	123456789	09/01/11	00/01/12	COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE	$ 500,000
C	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTIONS						EACH OCCURRENCE AGGREGATE	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNERSHIP/EXECUTIVE OFFICERS/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	123456789	09/01/11	09/01/12	X WC STATU-TORY LIMITS / OTHER EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE	 $ 100,000 $ 300,000 $ 100,000
E	OTHER			Professional Liability or Builders Risk	09/01/11	09/01/12	Limits Required by Contract	

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

Re: "Project or Event Description with Dates"
"Tarrant County College District has been named as an Additional Insured as respects the General Liability, Automobile Liability and Excess Liability policies described herein. There is a Waiver of Subrogation in favor of Tarrant County College District as regards the Workers' Compensation coverage shown herein."

CERTIFICATE HOLDER

Tarrant County College District
1500 Houston Street
Ft. Worth, TX 76102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

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