

1.0 INSURANCE PROVISIONS

1.1 DEFINITIONS FOR INSURANCE PROVISIONS

1.1.1 “We”, “us”, or “our” means the Dallas/Fort Worth International Airport Board.

1.1.2 “You” or “your” means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.

1.1.3 “Contract” means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.

1.1.4 For purpose of defining Additional Insured and Waiver of Subrogation, the term “Dallas Fort Worth International Airport Board (the Board) and the Cities of Dallas and Fort Worth, Texas” (the Cities) shall also mean the elected officials, boards, officers, employees, agents and representatives of the Board and the Cities.

1.2 GENERAL REQUIREMENTS

1.2.1 You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board’s Assistant Vice President of Risk Management.

1.2.2 All required policies must be written through a company approved to transact that class of insurance business in the State of Texas, with a minimum rating of ‘A -’, and ‘VII’ by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.

1.2.3 All required policies, except policies for workers’ compensation, professional liability and pollution liability, shall designate the below mentioned parties as “Additional Insureds”.

“Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas”

1.2.4 All required policies shall waive the insurer’s right of recovery or subrogation against the Board and the Cities.

1.2.5 If any policy is in excess of a self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding \$100,000.

1.2.6 All required policies must be primary with respect to coverage provided for the Board.

1.2.7 All required policies must be non-contributory with other coverage or self-insurance available to the Board.

1.2.8 All required Liability policies, except Pollution & Professional, must be written on an “Occurrence Form.” Neither “Modified Occurrence” nor “Claims-Made” policies are acceptable, and the Contractor will be in contractual default if your insurance is “Modified Occurrence” or “Claims Made.” If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the Contractor’s first professional service to the Board, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.

1.2.9 All required liability policies must cover cross-suits between insureds.

1.2.10 All required liability policies must contain a “severability of interests” provision.

1.3 REQUIRED COVERAGE AND LIMITS

Workers’ Compensation Texas Statutory Coverage
Employer’s Liability Insurance\$500,000 Each Accident
\$500,000 Each Disease, Each Employee
\$500,000 Each Disease Policy Limit

1.3.1 All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the Board, or entering upon the Board’s premises, must be covered by Texas Workers’ Compensation.

1.3.2 If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the Board's Risk Management Department (Risk Management) with a Hold Harmless and Indemnification Agreement in the form attached in the “Proposal Response Forms” section.

1.3.3 Commercial General Liability (CGL)

Limit Any One Occurrence.....\$1,000,000
Damage to Rented Premises\$100,000
Personal and Advertising Injury.....\$1,000,000
Policy Aggregate.....\$2,000,000
Products and Completed Operations Aggregate.....\$2,000,000

1.3.4 CGL coverage applies unless you provide only trucking, (no premises or operations other than driving, loading/unloading), or garage operations, (see below).

1.3.5 Aggregate limits of General Contractors or construction contracts General Liability policies shall be “per project” or “per location,” as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the Board and promptly reinstate the required aggregates.

1.3.6 If the contractor’s operations involve excavation, grading, filling, backfilling, road or similar construction, General Liability policy shall not contain exclusions for subsidence or earth movement.

1.3.7 If the contractor’s operations involve any construction, General liability policy shall not contain exclusions for hazards of explosion (“X”), collapse (“C”) or underground (“U”).

1.3.8 If the contractor’s operations involve any construction, reconstruction, repair or similar work, General liability policy shall not contain any exclusion for such work.

1.3.4 Business Automobile Liability

Combined Single Limit for Each Accident.....\$500,000

1.3.4.1 Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer’s Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

1.3.4.2 Auto pollution liability coverage is required on vehicles hauling hazardous cargo.

1.3.4.3 If your operations are solely a garage (vehicle maintenance and repair), you must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

1.4 ADDITIONAL LIMITS REQUIRED FOR CONTRACTS WITH OPERATIONS IN SECURE/AOA AREAS

1.4.1 Excess Liability (AOA)

Limit Any One Occurrence/Aggregate \$10,000,000

1.4.2 Total limits required may be satisfied through a combination of Primary and Excess/Umbrella Liability insurance policies.

1.4.3 Excess/Umbrella Liability coverage must follow form or be at least as broad as the underlying Primary insurance.

1.5 ADDITIONAL COVERAGE AND LIMITS THAT MAY BE REQUIRED as needed for specific contracts. Note that additional limits may be required if warranted by exposure.

1.5.1 Cyber Security Liability Insurance (if exposure exists).....\$1,000,000 per claim/aggregate

1.5.1.1 The policy must cover liabilities for financial loss resulting or arising from acts, errors & omissions in rendering professional services; including, but not limited to, Third Party losses due to security failures in connection with technology services, internet professional services, security and privacy liability, technology errors and omissions; and, must include coverage for First Party Expenses including notification, credit monitoring, and credit repair services. The Policy must cover Contractor and all subcontractors / subconsultants of Contractor, individuals or other entities providing professional service concerning this Contract. The insurance coverage will include coverage for claims due to programming errors, software performance, or the failure of Contractor's work to perform according to the Contract and will be renewed or an extended reporting period provided, together totaling two years after work completed or expiration of this contract, whichever is later.

1.6 ADDITIONAL REQUIREMENTS

1.6.1 If you are a crane/rigging operator or will hoist or move property of others in connection with our contract, you must have 'care, custody & control' exclusion deleted from your Commercial General Liability policy, or provide Rigger's Liability coverage at least equal to the highest replacement cost of materials to be hoisted or moved.

1.6.2 If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.

1.6.3 If you will store, warehouse, or otherwise have custody of property belonging to others in connection with our contract, you must have Warehousemen's Liability, Bailee's Customers' Goods, Garage-Keeper's Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.

1.6.4 If our contract calls for you to construct a structure, you must purchase and maintain "All-Risk" Builders Risk insurance for the full completed value of the structure and contents, including all changes and sufficient limit to fund full and immediate reconstruction under adverse conditions. This policy shall name **Dallas Fort Worth International Airport Board** as Loss Payee, as their interest may appear.

1.6.5 If you transport materials, equipment, machinery or furnishings to, or store such property on, our construction site, you must carry an "All-Risk" Installation Floater with coverage at least equal to the greatest concentration of value, (including the cost of transit, installation labor and testing).

1.6.6 If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.

1.6.7 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Obligee".

1.6.8 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.

1.6.9 The General Contractor shall endeavor to verify that such Subcontractors are in compliance with all contractual insurance requirements.

1.6.10 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.

1.6.11 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

1.7 CERTIFICATION OF INSURANCE

1.7.1 Upon execution of the contract or prior to commencement of work, whichever is first, you shall provide your contract administrator with a current insurance certificate by emailing your certificate to dfwcoi@dfwairport.com, with your contract number and business name in the subject line. Please copy your contract administrator on email submissions. You shall cause your insurance data to be kept current with DFW Board for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.

1.7.2 Fax or e-mail insurance certificates to the following:

Email: dfwcoi@dfwairport.com
FAX: (972) 973-5651

1.7.3 You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10) days of request.

1.7.4 You shall provide to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.

1.7.5 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.

1.7.6 Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.

1.7.7 No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

1.7.8 Only an Acord™ certificate of insurance will be accepted. Please use the following sample certificate as a guide.

