SECTION 14. INSURANCE.

14.0. Prior to the commencement of any Services under this Agreement, the Artist shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Capital Improvement Management Services Department, which shall be clearly labeled "**PROJECT NAME AS STATED IN CONTRACT**" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Capital Improvements Management Services Department. No officer or employee other than the City's Risk Manager shall have authority to waive this requirement.

14.1. Artist's financial integrity is of interest to the City. Therefore, subject to the Artist's right to maintain reasonable deductibles in such amounts as are approved by the City, the Artist shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Artist's sole expense, insurance coverage written on an occurrence or claims made basis, as appropriate, by companies authorized and approved to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

Commercial General Broad Form (Public) Liability Insurance to include coverage for the following: Premises Operations Independent contractors Products/completed operations Personal Injury Contractual Liability	For Bodily Injury and Property Damage of $500,000 per occurrence

All notices under this Article shall be given to City at the following address:

City of San Antonio
Attn: _CIMS Department - Public Art San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 30/2009

Producer

INSURANCE ISSUER INFORMATION

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	American States Insurance Company	
INSURER B	General Insurance Company of America	
INSURER C		
INSURER D		

Insured

INSURED

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS	
A	✓	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIAB ☐ CLAIMS MADE ✓ OCCUR GEN'L AGG LIMIT APPLIES PER ✓ POLICY ☐ PROJECT ☐ LOC		11/1/2008	11/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP / OP AGG	$ $ $ $ $ $
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS		11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS' COMPENSATION & EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC Statutory Limit ☐ Other EL EACH ACCIDENT EL DISEASE - EACH EMPLOYEE EL DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROJECT NAME AS IT STATES IN THE CONTRACT

CERTIFICATE HOLDER

City of San Antonio
Attn: CIMS Department-Public Art
San Antonio
P.O Box 839966
San Antonio, TX 78283

30 calendar days of advance written notice

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephanie Lobo

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of San Antonio, as per contract	AS PER WRITTEN CONTRACT(S) ON FILE WITH INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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