

Memorandum



CITY OF DALLAS

DATE October 19, 2018

TO Honorable Mayor and Members of the City Council

SUBJECT **Update from October 17, 2018 Transportation Briefings**

On Wednesday, October 17, 2018, you were briefed on the Robotic Delivery Device Pilot and updated on the Dockless Vehicle Scooter Pilot Program. During the briefings you raised several questions; staff has provided responses to those questions below.

Robotic Delivery Device Follow-Up

- Staff from the Office of Risk Management provided the Department of Transportation with insurance requirements for the Robotic Delivery Device Pilot. The documents are attached for your review.
- There are currently five locations under preliminary consideration; Marble (a Robotic Delivery Device vendor) is working with the City of Dallas and retailers to finalize these locations and their delivery boundaries. Staff will update Council Members as final mapping and assessment of these areas is refined.

Dockless Vehicle Scooter Safety Update

- According to Communication & Information Services, 'Dockless Vehicles-Scooters' and 'Bikes' options are available via the drop down on the City of Dallas 311 App. The steps to report any issues are explained below:

Mobile App:

Touch/Click **REQUEST**

Touch/Click **MISCELLANEOUS CONCERNS**

Touch/Click **SCOOTER SHARE**

If you type **SCOOTER** in the search bar, it also populates.

- Staff has scheduled a meeting with scooter vendors on November 1, 2018 to discuss the following concerns: safety, maintenance, and deployment practices, including evening availability.

DATE October 19, 2018
SUBJECT Update from October 17, 2018 Transportation Briefings

If you have any questions or concerns, please contact Michael Rogers, Director of the Department of Transportation.



Majed Al-Ghafry, P.E.
Assistant City Manager

[Attachments]

c: T.C. Broadnax, City Manager
Chris Caso, City Attorney (I)
Carol A. Smith, City Auditor (I)
Biliera Johnson, City Secretary
Preston Robinson, Administrative Judge
Kimberly Bizer Tolbert, Chief of Staff to the City Manager

Jon Fortune, Assistant City Manager
Joey Zapata, Assistant City Manager
Nadia Chandler Hardy, Assistant City Manager and Chief Resilience Officer
M. Elizabeth Reich, Chief Financial Officer
Directors and Assistant Directors

Memorandum



DATE August 30, 2018
TO Jared White
TRN
SUBJECT Risk Assessment Review For: Personal Delivery Device Pilot

Please see the attached insurance requirements, which reflect our recommended insurance provisions for this agreement.

Feel free to contact the Office of Risk Management (671-5049) should you have any questions regarding the recommendations or would like verification of proper insurance coverage after the contract has been awarded.

For verification of proper insurance coverage after the contract has been awarded, please forward a copy of the contractor's insurance documents (policy, certificates and endorsements) with a completed Certificate of Insurance Review Request form to the Office of Risk Management at ormdallascoi@dallascityhall.com.

Damesha Turner
Damesha Turner
Sr. Risk Analyst

Attachment

NOTICE: Insurance requirements are based on the information you provided us. If your specifications or purchase requirements change, please let us know so we can make any appropriate changes in the insurance attachment.

Insurance Requirements

SECTION A.

CONSULTANT shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C (a)**, certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONSULTANT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONSULTANT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONSULTANT shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONSULTANT).

SECTION C. REQUIRED PROVISIONS

The CONSULTANT agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
 - (i) Department of Transportation, Attention: Jared White, Project Manager, 1500 Marilla St., L1BS, Dallas, Texas 75201 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

Insurance Requirements

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONSULTANT'S right to maintain reasonable deductibles, CONSULTANT shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONSULTANT'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

- Bodily Injury by Accident: \$1,000,000 Each Accident
- Bodily Injury by Disease: \$1,000,000 Each Employee
- Bodily Injury by Disease: \$1,000,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

- i. If CONSULTANT will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONSULTANT is a non-subscriber or is self-insured, CONSULTANT shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas,

Insurance Requirements

- its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
 - d) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTE:

- i. If CONSULTANT has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Consultants and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

Insurance Requirements

4. **PROFESSIONAL LIABILITY INSURANCE**

If CONSULTANT is a licensed or certified person who renders professional services, then Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate.

The policy shall include:

- a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- b) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy

5. **CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE**

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$1,000,000 per claim.

The policy shall include:

- a) An endorsement to name the City of Dallas and its officers, employees and elected representatives as additional insureds for its Vicarious Liability.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- c) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- d) If this insurance is written on a claims-made form, coverage shall be

Insurance Requirements

continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$1,000,000 limit.

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONSULTANT as an additional insured.

(2) CONSULTANT shall obtain and monitor the certificates of insurance from each Subcontractor. CONSULTANT must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION F. CONSULTANT LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONSULTANT or its subcontractors shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONSULTANT from liability.

SECTION G. INDEMNITY

CONSULTANT agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONSULTANT, its officers, agents, employees, or subcontractors, in CONSULTANT'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONSULTANT and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in

Insurance Requirements

accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONSULTANT (COMPANY NAME): _____

BY: _____
Signature of Authorized Representative

NAME: _____
Name of Authorized Representative (please print)

DATE: _____