



**CITY OF DUBLIN
ADMINISTRATIVE ORDERS
OF THE CITY MANAGER**

ADMINISTRATIVE ORDER 3.5

TO: City of Dublin Employees

FROM: Megan D. O'Callaghan, City Manager

SUBJECT: Insurance Requirements for Contractors, Consultants (professional services), Vendors, Community Event Permit Applicants/Organizers

DATE: January 1, 2026

Supersedes and replaces Administrative Order 3.5, dated January 3, 2002, regarding the same subject.

PROPOSER: Division of Human Resources

1. PURPOSE/SCOPE

The purpose of this Administrative Order is to establish insurance requirements for contractors, consultants (professional services), vendors, community event organizers, and organizations who use City-owned facilities and property. It is in the City's best interest to minimize its exposures and risks by requiring others to possess the appropriate types and levels of insurance coverage.

This Administrative Order shall apply to all City departments that negotiate contracts/agreements with contractors, consultants (professional services), vendors, and others as well as those issuing community event permits. Questions regarding this Administrative Order should be directed to the City of Dublin Risk Manager.

The following insurance requirements shall be used in any formal competitive bidding procedures involving contractors, any proposed contracts with professional service consultants, community event permit applicants and any negotiated relationships with event vendors.

2. CONTRACTORS/CONSTRUCTION PROJECTS

The Contractor shall secure and maintain, at their own expense, until completion of the contract, general liability and property insurance as shall protect them and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract.

a. General Liability

The Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include:

- Products/completed operations, explosion, underground and collapse hazard.
- Premises, operations, contractual, independent contractors, broad form property damage and personal injury.
- The contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:
 - Projects less than \$1,000,000: Contractor shall have total limits of insurance to include primary and excess coverage in an amount not less than **\$2,000,000** (Examples: may be \$1,000,000 primary and \$1,000,000 excess, \$2,000,000 primary, or other equivalent combination).
 - Projects greater than \$1,000,000: Contractor shall provide total limits of insurance to include primary and excess coverage in an amount of not less than **\$5,000,000** (Examples: may be \$1,000,000 primary and \$4,000,000 excess, \$2,000,000 primary and \$3,000,000 excess, or other equivalent combination).

b. Automobile Liability

The Contractor shall secure, and maintain, at his/her own expense, until the completion of the Contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence.

c. Worker's Compensation Insurance

Before beginning work, the Contractor shall furnish to the City satisfactory proof that he/she has, for the period covered under the Contract, full Worker's Compensation coverage for all persons whom he/she may employ directly, or through subcontractors, in carrying out the work contemplated under the Contract, and shall hold the City free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.

d. Additional Insured and Endorsement

The Contractor shall name the City of Dublin as an "Additional Insured" on all insurance policies and endorsements, except worker's compensation, and this shall be reflected on the Certificate of Insurance.

e. Cancellation Notice or Material Change of Coverage

Contractor's required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of Dublin.

f. Certificate(s) of Insurance and Endorsement

Prior to commencing work under each contract or subcontract, certificates of insurance shall be submitted and approved by the City. The Contractor is responsible for obtaining Certificates of Insurance establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager, Division of Human Resources for review and filing. See Appendixes A and B for examples of certificate of insurance and endorsement form.

g. Rating of Insurance Company(ies)

Any and all insurance company(ies) supplying coverage to the Contractor must have no less than an A- rating in accordance with the A.M. Best rating guide.

h. Indemnification & Hold Harmless Clause

The Contract shall possess an article which indemnifies and holds harmless the City of Dublin and its respective officers, agents, and employees.

Example: The Contractor shall indemnify and hold harmless the City of Dublin and its respective officers, agents, and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work under the Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly employed by any of them, or anyone for whose act any of them may be liable. In addition, the Contractor shall, at his/her own expense, defend the City of Dublin in all litigation, pay all attorney's fees, damages, courts costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees.

In any and all claims against the City of Dublin and its officers, agents and employees, by any employee of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor

or any Subcontractor under Worker's Compensation acts, disability benefits acts or other employee benefits acts.

3. CONSULTANTS/PROFESSIONAL SERVICE CONTRACTS

a. Errors and Omissions Insurance or Professional Liability Insurance

The following contractors/consultants shall have professional liability/errors and omissions coverage in the minimum amount of \$1,000,000 and shall be in effect for the entire period of the project and for a minimum of one year after completion of said project.

This type of coverage protects against claims of negligence, mistakes, or failure to deliver services as promised. Examples of businesses that should have professional liability insurance include, but not limited to:

- Consultants (business, management, IT, or financial consultants)
- Architects and Engineers
- Lawyers and Legal Professionals
- Accountants and Financial Advisors
- Insurance Agents and Brokers
- Healthcare Providers (Doctors, Therapists, Chiropractors)
- Real Estate Agents and Property Managers
- Marketing, Advertising, and Public Relations Firms
- Technology Service Providers (Software Developers, IT Consultants)

b. Worker's Compensation Insurance

Before beginning work, the Contractor/Consultant shall furnish to the City satisfactory proof (certificates) that he has, for the period covered under the Contract, full Worker's Compensation coverage for all persons whom he/she may employ directly, or through subcontractors, in carrying out the work contemplated under the Contract, and shall hold the City free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.

c. General Liability

The Contractor/Consultant shall have general liability coverage in the minimum amount of \$1,000,000 per occurrence.

d. Automobile Liability

The Contractor/Consultant shall have automobile insurance including coverage for non-owned and hired autos with a combined single limit of not less than \$1,000,000 per occurrence.

e. Additional Insured and Endorsement

The City of Dublin shall be named as an "Additional Insured" on all insurance coverage and endorsements except Worker's Compensation and Errors & Omissions/Professional Liability. All certificates of insurance and endorsements shall clearly display such designation.

f. Indemnification & Hold Harmless Clause

The Contract shall possess an Article which indemnifies and holds harmless the City of Dublin and its respective officers, agents and employees.

Example: The Consultant shall indemnify and hold harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury to persons or property that may arise out of any error, omission, negligent or willful act of the Consultant, and the Consultant shall, at his/her own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents and employees.

For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under Worker's Compensation acts or other employment benefit acts.

g. Certificate of Insurance

The Consultant is responsible for obtaining certificates of Insurance and endorsements establishing that the Consultant has complied with insurance requirements previously stated. Copies of certificate(s) of insurance and endorsements shall be forwarded to the Risk Manager, Division of Human Resources for review and filing. (The certificate(s) must be submitted to and approved by the City prior to the start of work or commencement of an event.)

h. Cancellation Notice or Material Change of Coverage

Contractor's/Consultant's required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of Dublin. Notice, as stated above, shall also be given for those coverages provided for one year after project completion.

4. SIGNATURE EVENT VENDORS & AND COMMUNITY EVENT PERMIT ORGANIZERS

Signature Event vendors and community event permit organizers who use City-owned property or rights of way shall:

- a. Secure and maintain, at their own expense, Commercial General Liability with liability limits in the minimum amount of \$1,000,000 per occurrence.
- b. Secure and maintain, at their own expense, Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence.
- c. Secure and maintain, at their own expense, Liquor Liability insurance in the minimum amount of \$1,000,000 per occurrence, if alcoholic beverages are sold.
- d. Name the City of Dublin as an "Additional Insured" and provide a copy of an endorsement on all applicable insurance policies, except for worker's compensation. The designation of "Additional Insured" shall be noted on the certificate of insurance.
- e. Indemnify and hold harmless the City of Dublin. This "Hold Harmless Clause" can be placed in the body of a contract or agreement.
- f. Signature event vendors, community event permit holders, and organizations are responsible for securing certificates of insurance and required endorsements that demonstrate compliance with the stated insurance requirements. Copies of the certificates must be submitted to the Risk Manager, Division of Human Resources, for review and filing. All certificates must be approved by the City prior to the start of work or the commencement of the event.
- g. Immediately notify the City if insurance noted previously is canceled, reduced, not renewed, or otherwise materially altered during the period for which it is intended.
- h. Any and all insurance company(ies) supplying coverage to the Contractor must have no less than an A- rating in accordance with the A.M. Best rating guide. In addition, signature event sponsors/co-sponsors and volunteer organizations should be advised to secure worker's compensation insurance and seek waivers of liability from volunteers or participants when applicable.

5. ADDITIONAL INSURANCE COVERAGES

Additional Insurance Coverages may be necessary depending on specific exposures, risks, technological requirements, or regulatory obligations associated with the project or service. These coverages may include, but are not limited to, cybersecurity insurance, professional liability, pollution liability, or other specialized policies. The contract originator, along with the contractor or service provider, is responsible for

evaluating their operations and consulting with the City to confirm compliance with all applicable insurance requirements.

Appendix A

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is ADDITIONAL INSURED, the policy[ies] must have ADDITIONAL INSURED provisions or 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	CONTACT NAME: _____ PHONE: _____ FAX: _____ EMAIL: _____ ADDRESS: _____	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____		

COVERAGE NUMBER: 24-25 Dublin GL REVISION NUMBER: _____

THIS IS TO CERTIFY THAT 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 THEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAY OR DUE.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURER	INSURER	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRE DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	3126223	01/12/24	10/12/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000 Employee Benefits \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						
GENL. AGGREGATE LIMIT APPLIES PER:							
POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER <input type="checkbox"/>							
AUTOMOBILE LIABILITY							
ANY AUTO OWNED AUTOS ONLY Rented AUTOS ONLY		SCHEDULED AUTOS Non-Owned AUTOS ONLY					
UMBRELLA LIA EXCESS LIA		OCCUR CLAIMS-MADE					
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED Employer's Name _____ If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured/loss payee when required by written contract and in accordance with policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Dublin
5555 Perimeter Drive
Dublin, OH 43017

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Appendix B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.