ATTACHMENT A – INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following <u>checked types of insurance</u> and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX_ explosion & collapse hazard	
XX_ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined XX
independent CONTRACTORs personal injury	
XX personal injury	
__ sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
__ liquor legal liability	Minimum $1,000,000 Per Occurrence and Aggregate

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AUTOMOBILE LIABILITY:	X	Minimum $1,000,000 Per Occurrence and $1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form XX owned XX hired XX non-owned		Minimum $10,000/$20,000/$10,000 (Florida's Minimum Coverage)

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
XX_ other than umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX _ * Policy to be written on a claims made basis	$1,000,000	$2,000,000

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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor agrees to maintain commercial general liability at a limit of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting product/completed operations, independent contractors, broad form property damage, X-C-U coverage, contractual liability or separation of insureds.

ADDITIONAL INSURED ENDORSEMENTS

Contractor agrees to endorse City as an additional insured on the commercial general liability with the CG 20 10 04 07 or GC 20 10 14 13 Additional Insured - City's Lessees, or Contractors endorsement, or a similar endorsement providing equal or broader additional insured coverage, in addition to endorsing the City as an additional insured with the CG 20 37 14 13 Additional Insured – City's Lessees, or Contractors – Completed Operations, or a similar endorsement providing equal or broader additional insured coverage **(Attach actual copies of the endorsement(s)…contact your insurance agent).**

BUSINESS AUTO LIABILITY INSURANCE

The Contractor agrees to maintain business automobile liability at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability policy.

CONTRACTOR'S POLLUTION LIABILITY INSURANCE

The Contractor agrees to maintain contractor's pollution liability at a limit of liability not less than $1,000,000 each claim and $2,000,000 for all claims. If this insurance is provided on an annual practice insurance policy, the Contractor agrees to maintain the policy for a period not less than three (3) years after the issuance of the final release and certificate of final completion issued by the City for the Project. The original retroactive date on an annual practice policy must equal or proceed the effective date of the Contract, or the performance of the Work hereunder and remain unchanged for the same three (3) year period stated for this type of policy. If this insurance is provided on a per-project basis insurance policy, the Contractor agrees to maintain an extended reporting period not less than three (3) years commencing the issuance of the final release and certificate of final completion issued by the City for the Project. The original retroactive date on a per-project basis policy must equal or proceed the effective date of the Contract, or the performance of Work hereunder and remained unchanged for the same three (3) year period stated for this type of policy.

CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE

The Contractor agrees to maintain contractor's professional liability at a limit of liability not less than $1,000,000 each claim and $2,000,000 total for all claims. If this insurance is provided on an annual practice insurance policy, the Contractor agrees to maintain the policy for a period not less than three (3) years after the issuance of the final release and certificate of completion issued by City for the Project. The original retroactive date on an annual practice policy must equal or proceed the effective date of the Contract, or the performance of the Work hereunder and remained unchanged for the same three (3) year period stated for this type of policy. If this insurance is provided on a per-project basis insurance policy, the Contractor agrees to maintain an extended reporting period not less than three (3) years commencing the issuance of the final release and certificate of final completion issued by the City for the Project. The original retroactive date on a per-project basis policy must equal or proceed the effective date of the Contract, or the performance of the Work hereunder and remained unchanged for the same three (3) year period stated for this type of policy.

COMMERCIAL UMBRELLA/EXCESS LIABILTY INSURANCE

The Contractor agrees to maintain either a commercial umbrella or excess liability at a limit of liability not less than $5,000,000 each occurrence and $5,000,000 aggregate.
The Contractor agrees to endorse the City as an additional insured on the commercial umbrella/excess liability, unless the commercial umbrella/excess liability provides coverage on a true follow-form basis, or the City is automatically defined as an additional protected person. The City's additional insured status or policy's follow-form type must be stated on the certificate of insurance provided to the City.

BUILDER'S RISK INSURANCE

The Contractor, prior to notice to proceed or commencement of the Work, whichever occurs first agrees to maintain builder's risk insurance with a policy period not less than the Contract Time, plus three (3) additional months affording coverage to protect the interests of the City, Contractor, and Contractor's sub-contractors at every tier, architects, or engineers, including sub-limits for i) debris removal of damaged covered property, ii) any property acquired under a sales tax incentive program iii) property in transit, iv) property stored off-site and v) boiler and machinery (machinery), which may become part of the Work. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who have an insurable interest in such insurance, until final payment has been made as provided in the contract or until no person or entity other than the City has an insurable interest in the property as specifically required per the contract to be covered, whichever is later.

Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to one-hundred percent 100% of the projected completed value of the Work, and include but not limited to cost of materials supplied, used or installed by others, including temporary works, scaffolding, shoring, form work and fences, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include coverage for soft costs, which shall include at a minimum additional expense for interest, legal, consulting, insurance, architectural and engineering, Contractor's overhead and general conditions, and equipment rental, in an amount not less than ten percent (10%) of the one-hundred percent (100%) projected completed value of the Work. The soft cost limit shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost amount. Collectively, the scheduled soft cost limit and hard cost limit should equal one-hundred percent (100%) of the projected value of the Work. The Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier. The City agrees the builders' risk policy shall contain certain sub-limits in amounts less than one-hundred percent (100%) of the projected completed value as commonly found in the standard all-risk builders' risk insurance coverage form for projects of similar types and amounts.
The Contractor further agrees that any flat deductible(s) shall not exceed twenty-five thousand ($25,000) and any, percentage deductible (when applicable) for wind or a flood insurance sub-limit shall not exceed five percent (5%) of the one-hundred percent (100%) projected completed value of the Work, unless disclosed on the certificate of insurance to the City. The Contractor shall disclose to and provide City proof of any deductible buy-down policy purchased, including limits and premiums, specifically applicable to any percentage deductible(s) under the Builder's Risk insurance policy.

Contractor agrees to endorse the builder's risk insurance with a standard permission to occupy endorsement for a period of at least one hundred twenty (120) days after the building is occupied

in whole or in part, or put to its intended use, or partially accepted by the City. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted or insured by the City. The Contractor agrees this endorsement must be stated on the certificate of insurance provided to the City.

The Contractor agrees to endorse the City as a "Loss Payee" on the builder's risk insurance.
If available under the builder's risk insurance coverage form, the Contractor may include flood insurance coverage in the builder's risk insurance policy. The Contractor agrees the flood sublimit shall not be less than twenty-five percent (25%) of the one-hundred percent (100%) projected completed value of the Work with a percentage deductible, if applicable, not greater than five percent (5%) of the hard costs amount stated in the builder's risk insurance policy, unless disclosed on the certificate of insurance to City. This sublimit for flood insurance may be included in the one-hundred percent (100%) of the projected completed value of the Work stated in contract. In addition, the Contractor shall purchase a flood insurance policy for each building through the National Flood Insurance Program (NFIP) as defined below. If a sub-limit for flood insurance, as stated above, is included and continuously maintained in the builder's risk policy by the Contractor, then the excess flood insurance requirement below is waived and not required by the City.

FLOOD INSURANCE
The Contractor shall place the flood insurance once the bottom floor of each building is poured and the finished floor elevation is established by a land surveyor, and an elevation certificate is available for each building, as defined by the National Flood Insurance Program (NFIP), under the Work, the Contractor agrees to maintain an individual NFIP General Flood Policy on each building under construction in the maximum amount available under the NFIP. The flood deductible for each building insured under the NFIP policy may not exceed ten-thousand dollars ($10,000), unless disclosed on the certificate of insurance to the City. In the event any of the NFIP General Flood insurance's policy periods of twelve (12) months on each building expires prior to each building obtaining a final release and certificate of final completion issued by the City for the Project, the Contractor agrees to renew the NFIP General Flood insurance policy on each building. The Contractor shall provide the City with two (2) new elevation certificates by a land surveyor based on finished construction for each building. One (1) original signed and sealed final elevation certificates for each building shall be provided to the City's Risk Manager.

The Contractor agrees to provide individual excess flood insurance policies over and above the underlying NFIP policies on each building under construction. The excess flood insurance coverage amounts shall not be less than twenty-five percent (25%) of the one-hundred percent (100%) projected completed value for each building insured. The deductible on each excess flood insurance policy is the maximum policy limit of the underlying Primary NFIP General Flood insurance policies. In the event any of the individual excess flood insurance's policy periods of twelve (12) months on each building expires prior to each building obtaining a final release and certificate of final completion issued by the City for the Project, the Contractor agrees to renew the individual excess flood insurance policy on each building. If excess flood insurance, as stated above, is provided and continuously maintained by the Contractor, then the flood insurance sub-limit requirement in Section above is waived and not required by the City. For any building suffering flood damage as defined in the underlying NFIP flood policies, the Contractor agrees to pay for all flood losses as a result of the underlying NFIP policies

terminating and not be maintained as terminating and not be maintained as an underlying primary insurance requirement to maintain a NFIP policy for the maximum amount available under either the builder's risk insurance and, if applicable, all excess flood insurance policies. The Contractor agrees to endorse the City as a Loss Payee under all National Flood Insurance Program flood policies and if applicable, all excess flood insurance policies.

A loss insured under the builder's risk insurance, and if applicable, the NFIP flood or excess flood insurance, shall be adjusted by the insurance carrier on behalf of the Contractor and City, who both agree to work collectively to produce the necessary proof of loss to satisfy applicable pre-loss and post-loss policy conditions for each insurance claim. Settlement checks shall be made payable in accordance with each policy's settlement provisions. Any settlement proceeds from a claim shall be restrictively endorsed by all parties named on the check to be deposited in the City's general fund for construction under the municipal campus account. All settlement proceeds shall be used to replace the damage itemized in the statement of loss accepted by each insurance company. The City may make the necessary financial journal entries (including change order to the purchase order) in the municipal campus account in a fiduciary capacity for the Contractor, and all other parties with an insurable interest, to preserve and maintain the amount of budgeted funds allocated to this Work just prior to any loss. Under no circumstances, may either party be unjustly enriched from any insurance settlement proceeds from claims filed under the builder's risk insurance, and if applicable, the NFIP flood or excess flood insurance. In the event any portion of the contract relating to builders risk, NFIP flood or excess flood insurance conflicts with any other section in this Contract, or any section in an AIA Document A133–2009, this Section of this contract shall govern unless mutually agreed upon otherwise by Contractor and City.

PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond to the City in an amount not less than one hundred percent (100%) of the Contract Price. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by the Contractor, the penal sum of the bond shall be deemed increased by like amount. The bond furnished by the Contractor shall be in form required by the City and in conformity with Section 255.05, Florida Statutes, shall be recorded in the Public Records of Broward County before construction commences, and shall be executed by a surety, or sureties, reasonably suitable to the City.

WAIVERS OF SUBROGATION

The Contractor agrees by entering into this written Contract to a waiver of subrogation in favor of the City for each policy required by this section providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss Contract to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply the public construction bond to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a Contract on a pre-loss basis. Waiver of subrogation must be shown on the certificate of insurance to the City.