

# City of Tamarac

## Insurance Requirements

Vendor agrees to, in the performance of work and services under this Purchase Order/Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Vendor, its employees, agents, or sub Vendors, if any, with respect to the work and services described herein.

Vendor shall obtain at Vendor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Purchase Order/Agreement. Vendor shall maintain such insurance in full force and effect during the life of this Agreement. Vendor shall provide to the City's Risk Manager certificates of all insurance required under this section prior to beginning any work under this Agreement.

Vendor shall indemnify and save the City harmless from any damage resulting to it for failure of either Vendor or any subVendor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Vendor agrees to maintain during the term of this contract:

| <b>Line of Business/ Coverage</b>  | <b>Limits</b>      |                    |
|--|--------------------|--------------------|
|  | <b>Occurrence</b>  | <b>Aggregate</b>   |
| Commercial General Liability<br>Including:<br>Premises/Operations<br>Contractual Liability<br>Personal Injury<br>Explosion, Collapse, Underground Hazard<br>Products/Completed Operations<br>Broad Form Property Damage<br>Cross Liability and Severability of Interest Clause | <b>\$1,000,000</b> | <b>\$1,000,000</b> |
| Automobile Liability   | <b>\$1,000,000</b> | <b>\$1,000,000</b> |
| Workers' Compensation & Employer's Liability   | <b>Statutory</b>   |                    |

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Vendor nor any subVendor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Vendor will ensure that all subVendors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. "Occurrence" form policies are required.

Each carrier will give the City sixty (60) days notice prior to cancellation.

The Vendor's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City.

The Vendor shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Vendor purchase a bond to cover the full amount of the deductible or self-insured retention.

If the Vendor is to provide professional services under this Agreement, the Vendor must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

**A copy of proof of insurance MUST be submitted with the proposal.**

**(SEE SAMPLE OF INSURANCE CERTIFICATE NEXT PAGE)**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

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

INSURED

- INSURER A:
- INSURER B.
- INSURER C.
- INSURER D.
- INSURER E.

## 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             | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DDYY) | POLICY EXPIRATION DATE (MM/DDYY) | LIMITS  |                      |        |
|----------------------|--|---------------|---------------------------------|----------------------------------|---|----------------------|--------|
|                      | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc | [REDACTED]    | [REDACTED]                      | [REDACTED]                       | EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$           |                      |        |
|                      | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   | [REDACTED]    | [REDACTED]                      | [REDACTED]                       | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                               |                      |        |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   | [REDACTED]    | [REDACTED]                      | [REDACTED]                       | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |                      |        |
|                      | <b>EXCESS LIABILITY</b><br>OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/><br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   | [REDACTED]    | [REDACTED]                      | [REDACTED]                       | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |                      |        |
|                      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | [REDACTED]    | [REDACTED]                      | [REDACTED]                       | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> </table> E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ | WC STATU-TORY LIMITS | OTH-ER |
| WC STATU-TORY LIMITS | OTH-ER   |               |                                 |                                  |   |                      |        |
|                      | <b>OTHER</b>   | [REDACTED]    | [REDACTED]                      | [REDACTED]                       |   |                      |        |

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

[REDACTED]

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE