

EXHIBIT H

Insurance: The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City upon award of the proposal. The successful Proposer(s) shall not commence operations until the City of Pompano Beach Risk Manager has received and approved certification or proof of insurance detailing the terms and provisions of coverage. If you are responding to a bid and have questions regarding the insurance requirements, 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 the City staff responsible for oversight of the subject project/contract. The Contractor is responsible for delivering 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, reserves the right to review, modify, reject, or accept any insurance policies required by this Agreement, including limits, coverages, or endorsements. The 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, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and 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 the City's interests may appear, on General Liability Insurance only, relative to claims which arise from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Agreement.

 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate

* Policy to be written on a claim incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
___	explosion & collapse hazard	
___	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	Minimum \$1,000,000 Per Occurrence and Aggregate
___	sexual abuse/molestation	

AUTOMOBILE LIABILITY:

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

REAL & PERSONAL PROPERTY

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

Minimum \$2,000,000 Per Occurrence and Per Aggregate bodily injury and property damage combined

XX	umbrella form
XX	other than umbrella

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims-made basis	\$2,000,000	\$2,000,000

(3) If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of 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. 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 rights 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. The 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 that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the contract award. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

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