

## **EXHIBIT B**

### **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 checked types of insurance and indicated minimum policy limits.

## Type of Insurance

## Limits of Liability

### GENERAL LIABILITY

\* Policy to be written on occurrence basis

	<b>Per Occurrence</b>	<b>Aggregate</b>
XX comprehensive form	\$1,000,000	\$2,000,000
XX premises – operations	bodily injury and property damage	
XX underground hazard	bodily injury and property damage	
XX products/completed operations hazard	bodily injury & property damage combined	
XX contractual insurance	bodily injury & property damage combined	
XX broad form property damage	bodily injury & property damage combined	
XX independent contractors personal injury		
XX personal injury		
— CG2010	ongoing operations (or its equivalent)	
— CG 2037	completed operations (or its equivalent)	
— sexual abuse/molestation	\$1,000,000	\$1,000,000

### AUTOMOBILE LIABILITY

\* Minimum Bodily injury (each person)

bodily injury (each accident), property damage, bodily injury and property damage combined

	<b>Per Occurrence</b>	<b>Aggregate</b>
XX comprehensive form	\$1,000,000	\$1,000,000
XX owned		
XX hired		
XX non-owned		

### REAL & PERSONAL PROPERTY

\* Policy to be written on a claims

occurrence basis comprehensive form; Contractor must show proof they have this coverage

### EXCESS/UMBRELLA LIABILITY

\* Policy to be written on a claims

occurrence basis

	<b>Per Occurrence</b>	<b>Aggregate</b>
XX excess/umbrella	\$5,000,000	\$5,000,000
	bodily injury & property damage combined	

### PROFESSIONAL LIABILITY

\* Policy to be written on a claims made

basis

	<b>Per Occurrence</b>	<b>Aggregate</b>
XX professional liability	\$1,000,000	\$1,000,000

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

**CYBER LIABILITY**

\* Policy to be written on claims made basis

<b>Per Claim</b>	<b>Aggregate</b>
\$1,000,000	\$1,000,000

- XX Network Security/Privacy Liability
- XX Breach Response/Notification Sublimit (minimum limit of 50% of policy aggregate)
- XX Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and/or products)
- XX Coverage shall be maintained in effect during the period of the contract and for not less than four (4) years after its termination or completion

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.