EXHIBIT C

INSURANCE REQUIREMENTS

CONSULTANT 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.

CONSULTANT 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 CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

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

Type of Insurance

Limits of Liability

• •				·			
GENERAL LIABILITY:		Minimum 1,000,000 Per Occurrence and \$1,000,000 Per Aggregate					
* Po	licy to be written on a claims inc	-	00				
	comprehensive form bodily injury and property damage						
XX	premises - operations	bodily injury and p					
	explosion & collapse	bouily injury and p	roperty dumuge				
	hazard						
	underground hazard						
XX							
1111	operations hazard						
XX	contractual insurance	bodily injury and property damage combined					
XX	broad form property damage						
XX	independent contractors	bodily injury and property damage combined					
XX	personal injury	ntractors personal injury					
ΛΛ							
AUI	OMOBILE LIABILITY:		njury (each perso / damage, bodily i	e and \$1,000,000 Per n) bodily injury (each njury and property			
XX	comprehensive form						
XX	owned						
	hired						
XX							
REAL & PERSONAL PROPERTY							
	comprehensive form Agent must show proof they have this coverage.			is coverage.			
EXC	CESS LIABILITY		Per Occurrence	Aggregate			
xx	Umbrella and other	bodily injury and	\$2,000,000	\$2,000,000			
<i>m</i>	than umbrella	property damage	φ2,000,000	φ2,000,000			
		combined					
PRC	FESSIONAL LIABILITY		Per Occurrence Aggregate				
XX	* Policy to be written on a clair	\$2,000,000	\$2,000,000				
(3) If Professional Liability insurance is required CONSULTANT agrees the							

(3) If Professional Liability insurance is required, CONSULTANT 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. <u>Employer's Liability</u>. If required by law, CONSULTANT 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. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT 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. <u>Insurance Cancellation or Modification</u>. 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. <u>Waiver of Subrogation</u>. CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

KGODWIN

DATE (MM/DD/YYYY)	
1/10/2021	

RUMMKLE-01

									U	1/	19/2021
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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.										
lf	IMPORTANT: If the certificate holder is an 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).										
PRO	DUCE					CONTA NAME:	СТ				
		Gough			-		o, Ext): (703) 8	327-2277	FAX	703) 8	827-2279
		eensboro Drive N			-	E-MAIL	ss. admin@	amesqoual	h.com	,	
Suite 980 McLean, VA 22102			-	E-MAIL ADDRESS: admin@amesgough.com					NAIC #		
			INSURER(S) AFFORDING COVERAGE				25615				
									Casualty Company of Am	· /	
INSU	RED				-				, , ,	erica	25674
Rummel, Klepper & Kahl, LLP						surance Company		23841			
		700 E. Pratt Street, Suite 500 Baltimore, MD 21202-4919)		-	INSURE	R D : Lexingt	on Insuran	ce Company A, XV		19437
		Dattinore, MD 21202-4919			-	INSURE	RE:				
						INSURE	RF:				
CO	/ER	AGES CER	TIFIC	CATE	ENUMBER:				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 HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Χ	COMMERCIAL GENERAL LIABILITY	INOD						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			630-3R867964		11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	Ψ	1,000,000
	х	Contractual Liab.			000-0100700-		11/1/2020	11/1/2021		\$	10,000
	^								MED EXP (Any one person)	\$	1,000,000
									PERSONAL & ADV INJURY	\$	2,000,000
	GEN								GENERAL AGGREGATE	\$	
		POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:								\$	
В	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	Χ	ANY AUTO			810-3R867301		11/1/2020	11/1/2021	BODILY INJURY (Per person)	\$	
		AUTOS ONLY							BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									(\$	
В	Х	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE			ZUP-16N93807		11/1/2020	11/1/2021		- T	10,000,000
		DED X RETENTION \$ 10,000							AGGREGATE	\$. ,
С	WOP	KERS COMPENSATION							X PER OTH-	\$	
0	AND	EMPLOYERS' LIABILITY Y / N			WC039-32-6803		3/1/2020	3/1/2021	▲ STATUTE ER		1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A			3/ 1/2020	J/ 1/2021	E.L. EACH ACCIDENT	\$	1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$		
_	DESC	CRIPTION OF OPERATIONS below			000700075		441410000	441410001	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	fessional Liab.			020720875		11/1/2020	11/1/2021	Per Claim/Aggregate		2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RK&K PROPOSAL #P20-0746 – PROJ CONTRACT #RLI T-28-20, POMPANO BEACH CEI SERVICES The City of Pompano Beach, as City's interests may appear, is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.											

CERTIFICATE HOLDER	CANCELLATION				
Pompano Beach Risk Management 100 West Atlantic Boulevard Pompano Beach, FL 33060	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				
	Kreners & Kailey				

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