

**Exhibit C  
Insurance Requirements**

**1. Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

**Figure 1:**

<b>TYPE OF INSURANCE</b>			
<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Longshore & Harbor Workers' Act, Jones Act, & Maritime Coverage Endorsement	Florida Statutory Coverage		
	<b>COMMERCIAL GENERAL LIABILITY</b>		
<input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> County Additional Insured ( <b>Both CG 20 10 and CG 20 37</b> required with either 10 01 or 07 04 edition date) <input type="checkbox"/> County Additional Named Insured <input checked="" type="checkbox"/> Independent Contractors <input type="checkbox"/> Blanket additional insured endorsement <input type="checkbox"/> Project specific <input type="checkbox"/> Location specific	EACH OCCURRENCE	\$ 1,000,000	
	GENERAL AGGREGATE	\$ 2,000,000	
	Premises-Operations	\$ 1,000,000	
	Products & Completed Ops	\$ 1,000,000	
	Personal & Adv Inj.	\$ 1,000,000	
	Fire Damage	\$	
		\$	
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> County Additional Insured <input type="checkbox"/> Broadened Pollution Liability Endorsement CA 99 48 03 06 <input type="checkbox"/> MCS 90 <input type="checkbox"/>	Combined Single Limit	\$ 1,000,000	
	Bodily Injury (Per person)	\$	
	Bodily Injury (Per accident)	\$	
	Property Damage (Per Accident)	\$	
	<i>Note: If contractor does not have "Coverage Symbol 1: Any Auto", contractor is limited to use of covered autos only.</i>		
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form (Follow Form Basis) <input checked="" type="checkbox"/> County Additional Insured <input type="checkbox"/> County Additional Named Insured <input type="checkbox"/> Project Specific <input type="checkbox"/> Location Specific	\$ 2,000,000 per Occurrence/Aggregate		
	<i>Note: If County cannot be added as additional insured, then policy shall be endorsed to provide additional insured status if required on the primary policy.</i>		

<b>CONTRACTORS POLLUTION LIABILITY</b> <input checked="" type="checkbox"/> County Additional Insured <input type="checkbox"/> Non-Owned Disposal site coverage endorsement <input type="checkbox"/> Endorsement to remove exclusion for Naturally Occurring Hazardous Substances (including but not limited to: asbestos, lead, mercury, arsenic) <input type="checkbox"/> Project Specific	\$1,000,000 Occurrence
<b>CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:</b>	
<b>Certificate Holder:</b>  County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720  ATTN: <u>Jennifer Ditslear</u>	Risk Management Division  <hr style="width: 20%; margin-left: auto; margin-right: 0;"/>

- A. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier to immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- B. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- C. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- D. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County.
- E. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property

damage for losses that arise from the facility that is accepting the waste under the Agreement.

- F. Workers' Compensation, Jones Act, U.S. Longshore & Harborworker's Act Insurance. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Agreement involves Maritime Operations, Contractor's Worker's Compensation Insurance Policy shall include coverage for claims subject to the Federal Jones Act (46 U.S.C.A Section 688) and U.S. Longshore & Harborworkers' Act (33 U.S.C.A. Section 901). Coverage for the U.S. Longshore & Harborworker's Act shall be at the statutory amount. Coverage limits for the Jones Act shall be not less than \$1,000,000. Contractor will be permitted to provide Jones Act Coverage through a separate Protection & Indemnity Policy in so far as the coverage provided is no less restrictive than would have been provided by a Workers' Compensation Policy.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- G. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold

harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured. The commercial general liability policy shall be provided on a project or location specific basis for the location or project site where the work or services are to be performed under the Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

- H. Excess/Umbrella Liability. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. These policies shall be written on a follow form basis subject to the same terms, definitions, exclusions and conditions as the primary policies. These policies shall contain a dropdown coverage provision as well as a duty to defend. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

The Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless. The commercial general liability policy shall be provided on a project or location specific basis for the location or project site where the work or services are to be performed under the Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location

endorsement or equivalent on a form approved or requested by the County Risk Manager.

- I. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.
- J. Contractor’s Pollution. Contractor shall purchase coverage for liability caused by pollution conditions arising out of the operations of Contractor. If Agreement involves the use, storage, removal, or remediation of naturally occurring hazardous substances (including, but not limited to, mold, asbestos, lead, mercury, arsenic, radon, silica, pyrite), the policy shall be endorsed to remove any exclusion(s) for the substance. The County shall be named as additional insured. Coverage shall apply to bodily injury, sickness, disease, mental anguish or shock, including death and medical monitoring; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location and include Non-owned Disposal Site coverage for specified sites (by endorsement) if Agreement is disposing of waste. All activities contemplated in the Agreement shall be specifically scheduled on the policy as “covered operations”. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural conditions(s) are released or dispersed as a result of the performance of Covered Operations. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the County. County shall be listed as an additional insured on the policy.
- K. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

## 2. Insurance Requirements

### A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.0 of ITB #17-B-135JD, Questions/Discrepancies, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information,

which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

### 3. **Proof of Insurance**

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
  - B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
  - C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
  - D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
4. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.