

MEMORANDUM

DATE: December 10, 2018

TO: ****ORIGINAL****
CITY CLERK

FROM: Shelby Dolan
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20180198
CONTRACT TITLE: Employee Group Life AD&D, STD, LTD &
Supplemental Life Insurance Benefits

VENDOR NAME: Life Insurance Company of North America (LINA)
CIGNA

VENDOR ADDRESS: 1601 Chestnut Street
CITY & STATE: Philadelphia, PA 19192

COUNCIL APPROVED: December 03, 2018

7e)- LIFE INSURANCE COMPANY OF NORTH AMERICA (D/B/A CIGNA GROUP INSURANCE), EMPLOYEE GROUP LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT-TERM AND LONG-TERM DISABILITY, SUPPLEMENTAL LIFE INSURANCE AND ADMINISTRATIVE SERVICES, #20180198, ANNUAL EXPENDITURES FOR FY 2018-19 WILL BE \$362,608.00 MINUS THE PREMIUM HOLIDAY CREDIT OF (\$35,525.00) FOR FIRST MONTH PREMIUM ONLY FOR A NET TOTAL AMOUNT OF \$327,083.00, THE REMAINING TWO (2) YEAR CONTRACT PERIOD WILL HAVE AN ANNUAL EXPENDITURE OF \$362,608.00 AS APPROPRIATED IN FUTURE BUDGET YEARS, CONTRACT PERIOD IS 3 YEARS WITH A RENEWAL OPTION FOR 1 ADDITIONAL 2 YEAR PERIOD, HUMAN RESOURCES DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT TERM: 12/29/2018 through 12/29/2021 (3-year term), with the option to renew for (1) additional (2) year period.

Please see the attached for (1) original contract for your records.

**CITY OF PORT SAINT LUCIE
CONTRACT FORM #20180198**

This CONTRACT, executed this 10th day of December, 2018, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Life Insurance Company of North America (LINA), (dba CIGNA) (Provider), a Pennsylvania Corporation, Two Liberty Place, 1601 Chestnut St, Philadelphia, PA 19192, Telephone No. 561-542-2019 Fax No. 954-514-6905, hereinafter called "Contractor", party of the second part.

**SECTION I
RECITALS**

WHEREAS, Contractor is a licensed Pennsylvania Company doing business in Florida; and

WHEREAS, the City wishes to contract for Employee Group Life, Accidental Death & Dismemberment, Short-Term, Long-Term Disability and Supplemental Life Insurance Benefits Services for the City of Port Saint Lucie as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City HR Benefits Manager: Human Resources Department
Attn: Claudia McCaskill, HR Manager, Benefits
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-344-4081 / Fax: 772-871-5274
Email: cmccaskill@cityofpsl.com

City Contract Administrator: Procurement Management Department
Attn: Sherri Hawes, Buyer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes@cityofpsl.com

Provider: Life Insurance Company of North America (LINA)
CIGNA
Christopher Dudley, Provider Contact
Two Liberty Place
1601 Chestnut Street
Philadelphia, PA 19192
Telephone: 561-542-2019 Fax: 954-514-6905
Email: Christopher.Dudley@Cigna.com

SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF SERVICES – The following are to be provided by the Provider:

A. Compliance with Federal Law, Florida Statutes: The Provider shall assure that programs will meet the City's obligations set forth by any Federal or State legislation in effect at, or subsequent to, contract inception. Provider shall comply with all applicable Florida Statutes, including but not limited to Chapters 112 and 627, regarding insurance or self-insurance of group benefits.

B. General Administration Services: The Provider will perform general administration services. They will include Claims handling and statistical reporting services, recommendations of rates and premiums to be charged and other services normally provided by professional administrators.

C. Program Implementation: The Provider will participate in the reenrollment process, to conduct employee orientation meetings and to present cost containment explanations and instructions. The Provider will provide a plan document, benefits I.D. cards, certificates or booklets, and any other appropriate literature available (especially for orientation meetings) to describe the benefits to employees. Literature distributed to employees should be in layman's terms.

D. On-going Confirmation of Enrollment: The Provider shall provide the City monthly listings in alphabetical order, of each person covered and if dependent coverage applies, and each monthly listing shall reflect changes in enrollment from the previous month. Listings shall be provided to the City within thirty (30) days of the month for which each report is applicable.

E. Claim Service: The Provider will provide prompt claims service for benefits which require submission of claims. The City expects claims turnaround to be in a timely manner. The preferred definition should be from the date a claim is mailed by the City until payment is received by the City and its participants. **A toll-free telephone number** will be made available. Where claims are involved, the administrator shall perform the following functions with regard to insurance claims submitted by participants in the City's group program:

- Verify coverage and eligibility for benefits.
- Make any necessary investigations or consultations with plan participants, insurance care providers or others necessary to assure claim validity.
- Establish and maintain complete claims files on each claim.
- Coordinate with preferred providers, review services and others who have an effect on claims activity.
- Properly review, process and pay claims.
- Provide for coordination of benefits with all other available sources, so long as not prohibited by law.
- Provide Explanations of Benefits (EOBs) to plan participants.
- Continuously advise with regard to actions, procedures, etc. which will result in control of claims and cost containment.

The administrator will use its best judgment in applying plan coverage and shall pay or deny claims accordingly. The Provider will agree that the City shall be held harmless and shall not be charged within the contract term or upon renewal relating for any payments in excess of valid claims. The City reserves the right to audit claims, at the City's expense.

F. Premium/Claims Experience Records: The Provider will provide the City regular and timely reports for review of details of its experience and to detect trends in benefit utilization which can be managed to reduce ultimate group benefits program costs. Claim reports will be provided additionally for three (3) months after plan termination or until there are no run-out claims

The Provider will provide, at a minimum, the following reports upon request:

- a. Paid claims / Claims experience
- b. Open, closed and pending claims by claimant
- c. Disability Reserves

Additional Services:

1. Supply all postage required to service the City's account.
2. Create an EOB that meets with the City's approval that uses a format and terminology such that a person not of an insurance or insurance background can easily understand the content.
3. Review evidence of insurance on late enrollees.
4. Send correspondence using City approved pre-formatted letters to the claimant or provider. The content of these letters must be easily understandable by a person not of an insurance or insurance background.
5. The City will have first review and pre-approval of any correspondence that will be sent to claimants that includes changes/amendments to the plan.

6. Fax or e-mail a check register to the City twice a month.
7. Reconcile the statements of the payment account on a monthly basis and maintain canceled checks, unclaimed check detail, and other records relating to bank reconciliation. Prepare an unclaimed check report for presentation to the State of Florida.
8. Provide the City, on a monthly basis, a copy of the statement accompanied by a copy of the completed reconciliation within five (5) working days from receipt of bank statement.
9. Maintain all records of business transacted in accordance with this E-BID. At the end of the contract period, all documents, papers, records, canceled checks, and claims history shall be captured in such a manner for media storage and delivered to the City in the format directed by the City.
10. Provide access to archived data within ten (10) working days of a request by the City.
11. Provide reports inclusive of data elements specified by the City, and in mutually agreed upon formats. The required standard reports include, but are not limited to, the following:
 - a. Monthly reports are due on the fifteenth (15th) workday following the end of the “report” month. These reports should include: check stop-pay listing, check registers, paid claims summaries (separated by employee, dependent, retiree, and Elected Official beneficiaries).
 - b. Quarterly and Year-to-Date Reports are due on the fifteenth (15th) working day following the “report” quarter. These reports should include: benefit payment summaries.

Other Services to be provided by the Provider

- Electronic payment of checks.
- Allow employees to enroll in benefits using Bentek-the City’s online enrollment site.
- Allow a third-party web site to capture answers and transmit to them for underwriting purposes.
- Allow Bentek enrollment web site to transmit the City’s eligibility.
- Provide call center hours of operation and will respond to messages within 24 hours.
- Provide 120-day notice of rate changes.
- Provide a thirty-six (36) month rate guarantee for all plans proposed.
- Provide service guarantees.
- Provide conversion options for both Basic & Supplemental Life.
- Provide caseload for each level of disability claim.
- To be willing and able to provide the annual renewal for the programs being proposed by April 15th for each year assuming a renewal date of October 1st.

The City provides its eligible employees with Basic Life and AD&D, and Short-Term and Long-Term Disability coverage. Employees have the option to purchase Supplemental Life Insurance as additional coverage.

**SECTION IV
TIME OF PERFORMANCE**

The Contract Period will begin December 29, 2018 and will extend for three (3) years terminating on December 29, 2021. The Provider will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Provider agrees to provide work at no additional cost as authorized by the HR Benefits Manager until all work specified in the bid specifications has been rendered.

**SECTION V
RENEWAL OPTION**

In the event the Provider offers in writing, prior to the termination of this contract, to provide the identical services required in this contract for one (1) additional two (2) year period, for the amount stated in this contract and, the City agrees that said services are required and that any cost adjustments are acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Provider, extend this contract for the additional terms.

**SECTION VI
COMPENSATION**

The total amount to be paid by the City to the Provider is on a per unit fixed price basis identified below in Exhibits 1 through IV and made a part of this contract. A one-time ten-dollar (\$10.00) payment for the Indemnification Fee as provided in Section IX herein.

(Balance of page is left intentionally blank)

EXHIBIT I:

BASIC LIFE AND AD&D

SCHEDULE OF BENEFITS	PROVIDED
Eligibility	
Class 1	All Active Full-time Employees
Class 2	Elected Officials
Class 3	Police Officers
Class 4	Retirees
Class 5	Surviving Spouses
Basic Life / AD&D Benefit	
Basic Life (All Classes)	\$50,000
AD&D (All Classes except class 4)	\$50,000
Features	
Waiver of Premium	Included (except Class 4 & 5)
Conversion Privileges	Yes
Age Reduction Schedule: <i>(Benefit will reduce to the noted amount)</i>	Age 70: 45% Age 75: 35% Age 80: 25%
Accelerated Benefit	80%; max \$500,000
Rate Guarantee	36 months
Monthly Premium	
Life Rate / \$1,000	\$0.16
AD&D Rate / \$1,000	\$0.02

**EXHIBIT II:
LONG-TERM DISABILITY**

LONG TERM DISABILITY	PROVIDED
Eligibility	All Active Full-time Employees, Elected Officials and Police Officers
Benefit	60% of monthly earnings
Maximum Monthly Benefit	\$5,000
Elimination Period	180 Day
Definition of Disability	36 months Own Occupation
Benefit Duration	SSNRA
Limitations:	
Mental Illness	24 months
Substance Abuse	24 months
Pre-Existing Conditions	3/12
Additional Benefits:	
Survivor Benefit	3x Monthly Benefit
Rate Guarantee	36 months
Monthly Rate	
Employee	\$0.31 / \$100 of Monthly Covered Earnings

**EXHIBIT III:
SHORT-TERM DISABILITY**

SHORT TERM DISABILITY	PROVIDED
Eligibility	All Active Full-time Employees, Elected Officials and Police Officers
Benefit	60%
Maximum Weekly Benefit	\$1,500
Waiting Period	30 Day Accident / Sickness
Benefit Duration	22 Weeks
Rate Guarantee	36 months
Monthly Rate	
Employee	\$0.19 / \$10 Weekly Benefit

**EXHIBIT IV:
SUPPLEMENTAL LIFE**

SUPPLEMENTAL	PROVIDED
Eligibility	All Active Full-time Employees, Elected Officials and Police Officers
Optional Life Benefit	
Employee Formula	Up to 5x salary to a maximum of \$500,000 in \$10,000 increments
Features	
Guarantee Issue: Employee Spouse	\$200,000 \$50,000
Spouse	Maximum of \$250,000 in increments of \$5,000 (not to exceed 100% of Employee election)
Child (<i>birth but less than 19 years, student 19 years but less than 26 years of age</i>)	\$5,000 or \$10,000
Portability	Included
Conversion	Included
Waiver of Premium	Included
Rate Guarantee	36 months
Bi-Weekly Premium	
Age Band	Rate / \$1,000
0-19	\$0.075
20-24	\$0.075
25-29	\$0.075
30-34	\$0.085
35-39	\$0.130
40-44	\$0.150
45-49	\$0.230
50-54	\$0.360
55-59	\$0.670
60-64	\$1.020
65-69	\$1.970
70-74	\$3.190
75-79	\$5.150
80+	\$5.150
Child Rate	\$0.46 / \$5,000; \$0.92/\$10,000

Payments will be disbursed in the following manner:

The Contract Sum - Work shall be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Contract Supervisor as required under the Contract.

All invoices and correspondence relative to this Contract must contain the Purchase Order number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number, detailed description of work performed. All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1%) percent per month on the unpaid balance.

The Provider shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. The City will not pay for out-of-pocket expenses including but not limited to office supplies & utilities, sub-provider fees or any reimbursable expense.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Provider shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Management Department, Director or his/her designee. Work shall be changed and the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute or concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Provider pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Provider in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION IX
INDEMNIFICATION HOLD HARMLESS**

The Provider agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Provider, agents, laborers, sub-Providers or other personnel entity acting under the Provider's control in connection with the Provider's performance of services under this Contract and to that extent the Provider shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. The aforesaid hold-harmless Contract by the Provider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of the Provider or any agent laborers, sub-Providers or employee of the Provider regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. As consideration for this indemnity provision the Provider shall be paid the one-time sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract.

**SECTION X
SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION XI
INSURANCE**

The Provider shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Provider under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Provider shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Provider qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Provider shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent Providers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20180198- Employee Group Life, Accidental Death & Dismemberment, Short and Long-Term Disability, and Supplemental Life Insurance Services shall be listed as additionally insured**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Provider shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Providers and subProviders utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. Automobile Liability Insurance: The Provider shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Provider does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Provider to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
5. Waiver of Subrogation: The Provider shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Provider shall agree to 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Provider enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Provider for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.
7. Professional Liability - The Provider shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of the Providers most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Provider warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Provider shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.
8. Cyber Liability - Provider shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response/Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

It shall be the responsibility of the Provider to ensure that all independent Providers and/or sub-Providers comply with the same insurance requirements referenced above.

The Provider may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial

General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Provider to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XII ACTS OF GOD

The Provider shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Provider for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Provider(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event, such actions are taken, the Provider(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Provider nor any SubProvider, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV COMPLIANCE WITH LAWS

The Provider shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. The Provider will comply with all requirements of 28 C.F.R. § 35.151. The Providers and sub Providers shall comply with § 119.0701, Fla. Stat. The Provider and sub Providers

are to allow public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the

provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

RECORD

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Provider shall comply with Florida's Public Records Law. PROVIDER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Provider agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Provider shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Provider's records under this Contract include but are not limited to, supplier/subProvider invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Provider agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Provider who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Provider, or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

(772) 871-5157

prc@cityofpsl.com

**SECTION XV
CLEANING UP**

N/A

**SECTION XVI
INSPECTION AND CORRECTION OF DEFECTS**

N/A

**SECTION XVII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

City's Public Relations Image – The Provider's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Provider involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City and other public agencies. The Providers may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Provider.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Provider finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Provider shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Provider shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that was authorized in writing as soon as possible.

Permission to Use - The Provider(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Provider(s).

Contractual Relations – The Provider(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

SECTION XVIII LICENSING

The Provider warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Provider warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XIX SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, members of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XX ASSIGNMENT

The Provider shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due the Provider hereunder without first obtaining the written consent of the City.

SECTION XXI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Provider refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Provider, may terminate Provider's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Provider and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Provider and his sureties shall be liable to the City for any additional cost incurred for such material. Provider and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Provider's right to proceed is so terminated, the City may take possession of and utilize

in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Provider shall provide to the City one hundred (\$100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Provider and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Provider to proceed shall not be terminated nor shall the Provider be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Provider, including but not restricted to, acts of God, acts of the public enemy, acts of another Provider in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Sub Provider occasioned by any of the above mentioned causes. However, the Provider must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Provider thirty (30) calendar day notice in writing. Upon delivery of said notice the Provider shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Provider except for work timely completed.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Life Insurance of North America (dba CIGNA) is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XXII LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XXIII
REIMBURSEMENT FOR INSPECTION**

N/A

**SECTION XXIV
APPROPRIATION APPROVAL**

The Provider acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Provider agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXV
ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, the Provider shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVI
CODE OF ETHICS**

The Provider warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXVII
POLICY OF NON-DISCRIMINATION**

The Provider shall not discriminate against any person in its operations, activities or delivery of services under this Contract. The Provider shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXVIII
SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract)

and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXIX
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

LIFE INSURANCE COMPANY OF NORTH AMERICA (LINA) (DBA CIGNA)

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative LINA (CIGNA)

State of: Connecticut County of: New Haven

Before me personally appeared: MICHAEL W. TOUSSAINT)
(please print)

Please check one:

Personally known _____

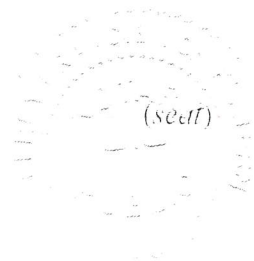
Produced Identification: FL Drivers Lic.
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27 day of November, 2018.

Notary Signature: [Signature]
Notary Public, State of Connecticut at Large.

My Commission Expires: _____
Jeffrey Francis Von Flatern
NOTARY PUBLIC
State of Connecticut
My Commission Expires
August 31, 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2018

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.

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).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Illinois National Insurance Company 23817 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W9084333 **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	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Network/Cyber Liability Coverage			02-306-74-10	10/31/2018	10/31/2019	\$1,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Port Saint Lucie Attn: Sherri Hawes 121 SW Port St Lucie Blvd City of Port St Lucie, FL 34984	CANCELLATION 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 