

ATTACHMENT B

The requirements contained herein, as well as the City of Port St. Lucie's review or acceptance of insurance maintained by the TCRPC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by TCRPC.

The TCRPC recognizes that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision in this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes. 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, 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.

- a. Workers' Compensation Insurance & Employer's Liability: 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.
- b. Commercial General Liability Insurance: The TCRPC as a state agency or subdivision as defined by section 768.28 F.S., shall provide adequate Commercial General Liability Insurance, and hold such liability insurance throughout the term of this Agreement. A self-insurance program operating under the laws of the State of Florida may provide such coverage. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided. Coverage shall apply as primary.
- c. Automobile Liability Insurance: The TCRPC as a state agency or subdivision as defined by section 768.28 F.S., shall provide adequate Business Automobile Liability Insurance, and hold such liability insurance throughout the term of this Agreement. A self-insurance program operating under the laws of the State of Florida may provide such coverage. The City of Port St. Lucie must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
- d. Professional Liability Insurance: 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 the City reserves the right, but not the obligation, to review and request a copy of the TCRPC's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the TCRPC warrants the retroactive date equals or precedes the effective date of this Agreement. 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, TCRPC shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be

provided.

- e. Additional Insured Requirements: Except as to Workers' Compensation and Employer's Liability, and Professional Liability Insurance, the Certificate(s) and policies shall clearly state the coverage as endorsed to include the City of Port St. Lucie as Additional Insureds added to its Commercial General Liability policy and Automobile Policy. The name for the Additional Insured endorsement issued by the insurer shall read "The City of Port St. Lucie, a Florida municipal corporation, its officers, employees, and agents." Policies shall be endorsed to provide a minimum of thirty (30) days written notice to the City prior to cancellation, non-renewal, or adverse change of coverage.
- f. Deductibles: All deductibles shall be paid for and be the responsibility of the TCRPC for any and all claims related to the work performed under this Agreement.
- g. Waiver of Subrogation: The TCRPC shall agree by entering into this Agreement 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 TCRPC 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 Developer enter into such a Contract on a pre-loss basis.
- h. It shall be the responsibility of the TCRPC to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above *without the language* "when required by written contract.
- i. The City through their respective Risk Management Department, reserve 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.