

## **INSURANCE REQUIREMENTS**

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "Standard Insurance Requirements" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

**Standard Insurance Requirements:** Financial Rating of Insurance Companies - All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

**Commercial General Liability Insurance** - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and a \$2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed \$50,000.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Vendors, and CG 2037. Or they may provide a CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. \*
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

**Business Automobile Liability Insurance** - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Additional Insured Endorsement.** The contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a CA 0449 or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

**Worker's Compensation Insurance and Employers Liability Insurance** - The contractor, any sub-consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

**Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director)** - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the District is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$50,000.

**Professional or Errors and Omissions Liability Insurance (when applicable)** - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability not less than \$1,000,000 per claim/loss and \$2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. \*
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

**Professional Liability for IT including Cyber Risk** - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability not less than \$1,000,000 per claim/loss and \$2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

***This document must be completed and returned with your Submittal***

ACKNOWLEDGED:

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Signature Date

Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

\*Note: The individual Districts that shall be endorsed and listed as Additional Insureds on all policies are: Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Village Community Development Districts 1 – 16, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Community Development District A, Coleman Ridge Community Development District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District.

All at the following street address:

3571 Kiessel Road

The Villages, FL 32163

Attention: Risk Management

**Indemnification** - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

**Builder's Risk Insurance** - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed \$50,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

**Deductibles, Coinsurance Penalties, and Self-Insured Retention** - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

**Right to Revise or Reject** - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

**No Representation of Coverage Adequacy** - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

**Certificate(s) of Insurance** - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District, evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the District.

**The Contractor Agrees the COI shall:**

- I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.
- II. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.
- III. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.
- IV. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- V. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- VI. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton Community Development District A, Village Community Development Districts 1 – 16, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District

Mailing address:

3571 Kiessel Road

The Villages, FL 32163

Attn: Risk Management Department

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

### **OTHER REQUIREMENTS**

- W-9: Every Vendor is required to provide a signed and completed current W-9 Request for Taxpayer Identification Number and Certification Form. The District requests an updated form at least every four years.
- Occupational License: If your business or profession requires you to obtain an Occupational License, a copy of your Occupational License is required. Review requirements from Florida Department of Business & Professional Regulations (DBPR) to determine which businesses and professions are licensed and regulated by Florida DBPR.
- Contact Information: Contact name(s), phone number(s) and email address of individual(s) responsible for contract administration, purchase order distribution and insurance documentation for your firm