MASTER AGREEMENT BETWEEN CITY OF CLEARWATER AND REISS ENGINEERING, INC. RFQ #19-19 WATER AND RECLAIMED WATER PROGRAM CONSULTANT

EXHIBIT C

INSURANCE REQUIREMENTS. The CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the CONSULTANT'S deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the CONSULTANT must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement. Specific work may require additional coverage on a case by case basis:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. If the CONSULTANT is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then CONSULTANT'S Equipment Insurance or Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.
- e. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the CONSULTANT with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and

with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

OTHER INSURANCE PROVISIONS.

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the CONSULTANT will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured." In addition, when requested in writing from the City, CONSULTANT will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater Attn: Purchasing, RFQ #19-19 P.O. Box 4748 Clearwater, FL 33758-4748

- b. CONSULTANT shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. CONSULTANT'S insurance as outlined above shall be primary and non-contributory coverage for CONSULTANT'S negligence.
- d. CONSULTANT reserves the right to appoint legal counsel to provide for the CONSULTANT'S defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to CONSULTANT'S design, equipment, or service. CONSULTANT agrees that the City shall not be liable to reimburse CONSULTANT for any legal fees or costs as a result of CONSULTANT providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of CONSULTANT'S obligation to provide the insurance coverage specified.

REISSENG

Client#: 1056306

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/08/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

this certificate does not comer any rights to the certificate holder in head	or caon chaorecment(c).					
PRODUCER	CONTACT NAME:					
USI Insurance Services, LLC	PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-Mall Address:					
2502 N Rocky Point Drive						
Suite 400	INSURER(S) AFFORDING COVERAGE					
Tampa, FL 33607	INSURER A : Sentinel Insurance Company Ltd.	11000				
INSURED	INSURER B : Phoenix Insurance Company	25623				
Reiss Engineering, Inc.	INSURER C : XL Specialty Insurance Company	37885				
1016 Spring Villas Point	INSURER D : Hartford Accident & Indemnity Company	22357				
Winter Springs, FL 32708	INSURER E:					
	INSURER F:					

CO	/ER	AGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:	
		IS TO CERTIFY THAT THE POLICIES							
		ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY F							
E	(CLL	JSIONS AND CONDITIONS OF SUCH	POL	ICIES.	. LIMITS SHOWN MAY HAVE BEE				
NSR LTR				SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY	X	Х	21SBATY5630	09/21/2019	09/21/2020	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000

ı		OEN LAGGINLOATE CHIMIT AT FEILST EN.		1				GENERAL AGGREGATE	\$2,000,000
I		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
ı		OTHER:							\$
ı	D	AUTOMOBILE LIABILITY	Х	X	21UECHH4305	09/21/2019	09/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ı		X ANY AUTO						BODILY INJURY (Per person)	\$
ı		OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
ı		X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
l									\$
I	Α	X UMBRELLA LIAB X OCCUR	Х	X	21SBATY5630	09/21/2019	09/21/2020	EACH OCCURRENCE	\$5,000,000
ı		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
l		DED X RETENTION \$10,000							\$
I	В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Х	UB0P610186	09/21/2019	09/21/2020	X PER OTH-	
ı		ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						\$1,000,000

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

Professional Liability coverage is written on a claims-made basis.

City of Clearwater is an Additional Insured as respects General Liability. General Liability is primary and non-contributory. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

DPR9949181

CERTIFICATE HOLDER	CANCELLATION			
City of Clearwater Att: Purchasing RFQ #19-19 P.O. Box 4748	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Clearwater, FL 33758-4748	AUTHORIZED REPRESENTATIVE			
1	de noda De			

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(Mandatory in NH)

Professional

Liability

If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT \$1,000,000

\$5,000,000 anni aggr.

09/21/2019 09/21/2020 \$5,000,000 per claim