

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
CITY OF CLEARWATER AND BLACK & VEATCH CORPORATION
RFQ #30-20
AMERICA'S WATER INFRASTRUCTURE ACT & PUBLIC UTILITIES
EMERGENCY RESPONSE PLANS**

EXHIBIT D

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 #30-20
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.