

Attachment A 00X.04

**Tampa-Hillsborough County Expressway Authority
South Selmon Capacity Project
RFP/Contract No. O-0622**

INSURANCE REQUIREMENTS, COVERAGES, AND LIMITS

The selected Design-Build Firm will be required to provide the insurance coverages as listed below and in accordance with the terms of the design-build contract. Policy terms must be acceptable to the Authority and must comply with the Authority’s requirements for insurance.

A. INSURANCE COVERAGES AND LIMITS:

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker’s Compensation/Employer’s Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability (“CGL”) Insurance (the minimum limits of liability coverage can be met through a combination of CGL and an any amount provided by an umbrella or excess policy) are:

Per Occurrence	\$50,000,000
General Aggregate	\$50,000,000
	(minimum \$25,000,000 must be Project-specific)
Completed Operations	\$50,000,000

A minimum \$25,000,000 of the Per Occurrence and General Aggregate Limit must be Project-specific.

The Commercial General Liability insurance shall have no ISO Form 2294 or 2295 Rider or other subcontractor error exclusion, and shall provide broad form contractual liability coverage for the Design-Build Firm’s covenants to and indemnification of the Authority under the design-build contract.

Completed Operations coverage for the entire period of repose under Chapter 95 of the Florida Statutes is required. This CGL insurance shall be written on an occurrence basis.

- 3) **Professional Liability and Errors and Omissions** - The minimum limits of Professional Liability Insurance are:

Per Claim and General Aggregate	\$25,000,000
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If the Design-Build Firm is not also the Lead Design Firm, the \$25,000,000 Professional Liability minimum limit may be met through a combination of coverages from the Design-Build Firm and its Lead Design Firm; however, the Design-Build Firm, as the Prime Contractor, must still have coverage limits of at least \$10,000,000 per claim and \$15,000,000 **general** aggregate.

- 4) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$5,000,000
Each Accident	\$5,000,000
Property Damage	\$5,000,000
Bodily Injury & Property Damage Combined	\$5,000,000

- 5) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile, and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Deductibles may be allowed, at the Authority's sole option, provided the insurer is required to pay claims from first dollar at 100% of value without a requirement that insured party pay its deductible prior to that time. Any deductible or self-insurance retention shall be indicated on the Certificate of Insurance.

B. GENERAL INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. If the insurer does not meet these requirements, the Authority retains the right to approve or disapprove the use of the insurer.
- 2) The Design-Build Firm's liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the Authority, its officials, officers and employees are additional named insureds as to the operations of the Design-Build Firm under the design-build contract.
- 3) The Design-Build Firm's liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insureds" provision).
- 4) The Design-Build Firm's Certificate of Insurance(s) shall provide the Authority and its members (including without limitation, members of the Authority's Board and the members of its committees), and the Designer as an additional certificate holder for all policies issued.
- 5) The Design-Build Firm's Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between Authority and "Name of Insured" and shall state the

Ceontract Number assigned for the design-build contract between Authority and the Design-Build Firm.

- 6) The Design-Build Firm shall deliver to the Authority, within ten (10) days from the receipt of a Notice of Award of the design-build contract, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. The Authority will not execute the design-build contract without such properly executed Certificate(s) of Insurance.
- 7) Except as otherwise specified in the design-build contract, the insurance will commence on or prior to the effective date of the design-build contract and will be maintained in force throughout the duration of the design-build contract.
- 8) The Design-Build Firm is responsible for ensuring that its subcontractors and subconsultants are covered either under the Design-Build Firm's policies or the subcontractor or subconsultant own policies. It shall be the responsibility of the Design-Build Firm to retain subcontractors, subconsultants, and suppliers that are qualified to perform the work and services and carry insurance coverages in forms and amounts that are commercially reasonable and commensurate with the scale, complexity and risk of the work and services involved under such subcontracts, subconsultant contracts, or purchase orders.
- 9) The Design-Build Firm authorizes the Authority to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At the Authority's request, the Design-Build Firm shall provide copies of the policies, endorsements, and any renewal thereof at no cost to the Authority, subject to lawful redaction by the Design-Build Firm of any trade secret information in accordance with Florida Statutes.
- 10) All insurance coverages of the Design-Build Firm shall be primary to any insurance or self-insurance programs carried by the Authority, including any deductibles or self-insured retentions and any other Authority insurance or coverages shall be considered excess insurance only and shall not be contributory to Design-Build Firm's insurance requirements.
- 11) The insurance coverages and limits required of the Design-Build Firm under the design-build contract are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Design-Build Firm. The Design-Build Firm alone shall be responsible for the sufficiency of its own insurance program. The specified minimum limits of insurance coverage required hereunder are not intended to serve as a cap on any liability arising from the design-build contract or law.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the Authority with thirty (30) days' notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in the design-build contract, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough County Expressway Authority
Contracts & Procurement Manager

1104 East Twiggs St, Suite 300
Tampa, FL 33602

In the event of cancellation or non-renewal of this insurance, the Design-Build Firm agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverage is obtained with retroactive coverage applicable as of the date the Design-Build Firm services started under the design-build contract.

- 13) The Authority accepts no responsibility for determining whether the Design-Build Firm's insurance is in full compliance with the insurance required by the design-build contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the Design-Build Firm will relieve the Design-Build Firm of their full responsibility to provide the insurance required by the design-build contract.
- 14) If the Design-Build Firm fails to provide or maintain the insurance coverages required in the design-build contract, the Authority may terminate or suspend the design-build contract, or, at the Authority's sole discretion, may obtain such coverages and invoice the Design-Build Firm and include a 15% administrative cost. If not paid within 45 days, such amount will be deducted from Design-Build Firm's invoice. The decision of the Authority to purchase such insurance coverages shall in no way be construed as a waiver of its rights under the design-build contract.
- 15) Design-Build Firm shall fully comply with the insurance requirements of the design-build contract. Any deductible applicable to any claim shall be the responsibility of the Design-Build Firm.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company **or insurance agent** that to their knowledge, as of the date of the design-build Contract, there are no pending claims or legal actions against the Design-Build Firm, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority without restrictive endorsement.
- 18) The Design-Build Firm will not commence work, use or occupy Authority premises in connection with performance of the design-build contract until the required insurance is in force, evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the Design-Build Firm to commence work or use or occupy the premises in connection with the design-build contract.