

# Risk Management Insurance Guide



**Office of Finance**  
**Department of Risk Management**  
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## AN INTRODUCTION TO RISK MANAGEMENT

Risk is an inherent part of any school operation. Many schools consider their insurance policy as a “Risk Management plan”; however, insurance is just one element of a risk management strategy that a school must utilize. This guide is meant to help define the terms used in the insurance business, outline the insurance requirements, and provide an explanation of the coverage and the coverage limits.

This manual establishes the minimum Risk Management and Insurance requirements for individuals, contractors, professionals, vendors, agencies and firms that perform work for or on behalf of the School Board of Indian River County, Florida.

**Objectives:** To reduce the number of claims and litigation brought against the District. To Reduce the costs of defending and paying for such alleged claims and legal actions, the Board attempts to hold the party or parties responsible for the alleged wrongdoing and claim accountable for their actions. This is accomplished in two (2) ways.

First, the Board requires that all parties that do work for, or on behalf of the School Board of Indian River County, or that provide goods or services to the District, or that utilize Board property provide an **Indemnification and Hold Harmless** agreement in favor of the District. Such an agreement obligates the party to hold harmless, protect, indemnify and pay for any acts which the Board might incur arising out of their activities, including providing a defense attorney to the District, as relates to the claims and actions. This individual insurance requirement in this Manual provides the agreement and the applicable terms and conditions. All agreements are contained in the sections titled, “Insurance Requirements and Hold Harmless Agreements”.

Secondly, to ensure that sufficient resources are available to satisfy the obligations assumed under the **Indemnification and Hold Harmless agreement**, the Board requires most parties to maintain minimum insurance protection. The amount of protection will vary on the type and amount of risk exposure not the monetary value of the service or goods being provided. In addition, the Board requires that it be named as an “Additional Insured” on the performing party’s Liability policies.

The Board by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the contract.

For purposes of this manual, the word, ‘School’ and or ‘Board’ and or ‘District’ and or ‘SBIRC’ shall be considered to be the School Board of Indian River County and is applicable to all school locations, departments and SBIRC property. The words may be used interchangeable.

## **Standard Insurance Requirements**

All Vendors providing goods or services, will be required to carry, as a minimum:

- General Commercial Liability Insurance
  - With an endorsement to provide Coverage for Sexual Abuse and Molestation if the Vendor will be on School Board property at the same time as our students.
- Worker's Compensation and or Employer' Liability Insurance
- Business Automobile Liability Insurance.
- Professional Liability Insurance and Cyber Liability Insurance may be required depending on the scope of services.

The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein.

## **Certificates of Insurance**

Verification that the party has obtained the required insurance, is usually accomplished by the furnishing of a **Certificate of Insurance (COI)**. A COI summarizes the coverages that are being maintained by the insured. It also specifies special provisions, such as the Board being included as an "Additional Insured". An industry standard COI has been developed which is used by most insurance companies and agents.

Upon receipt of the COI, it will be reviewed to ensure that it includes all required types and amounts of insurance for an acceptable coverage period, that the insurance company is acceptable to the District, that it specifically names the School Board of Indian River County as an Additional Insured and that the policy(ies) have not expired. The COI shall be filed with the contract documents and reviewed thirty days prior to the expiration date of any insurance coverages reflected on the COI, at that time an updated certificate is required. A copy of the updated certificate shall also be forwarded to Risk Management.

## **General Procedures**

The insurance requirements shall be established in conjunction with the development of the project, activities, services, contracts, agreements and procurement. Contract originators are encouraged to contact Risk Management to determine the insurance requirements sooner rather than later. Risk is measured by exposure not monetary values. The Risk Management department recommends all goods and services procured by the Board be governed by a formal Board approved legal contract and or agreement. In the absence of a formal contract and or agreement, the terms and conditions of the SBIRC purchase order will be adhered to. Reference is made to the SBIRC Purchasing Policies.

The "Insurance Requirement" forms found herein contain instructions for the Vendor and their insurance agent. If the project, work, services or activity is governed by a Board standard contract, the appropriate Insurance Forms will be included as part of the contract documents and an original COI,

approved by Risk Management, is required for execution of the contract.

If a Board standard contract is used, the request for insurance requirements or coverages must be made in writing 5 to 7 days in advance by the originator to the Risk Management office.

If a Board standard contract is not used, request for insurance requirements or coverages must be made 7 to 10 days in writing in advance by the originator to the Risk Management office. Risk Management recommends all non-standard SBIRC contracts be reviewed by legal prior to being reviewed by Risk. Risk requires a contract approved by SDIRC legal for all goods/services.

All vendors must be pre-approved by Risk Management before services are provided to and or on behalf of the District.

The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein.

## **RISK MANAGEMENT INSURANCE TERMS AND DEFINITIONS**

**Additional Insured** A person or organization for who insured status is arranged, usually by endorsement;

**Aggregate Limit** An insurance contract provision stipulating the most it will pay for all covered losses sustained during the policy period;

**Assumption of Risk** Understanding (in advance) the hazards and consequences of a particular act and voluntarily accepts that risk;

**Bodily Injury** Liability Protection against loss arising out of the liability imposed on the insured by law for damages due to bodily injury, sickness, or disease, including resulting death.

**Business Automobile Liability Insurance** provides coverage against liability claims arising out of the use of licensed vehicles.

**Certificate of Insurance** A document issued by an insurance company certifying that an insurance policy has been bought and shows the most important provisions of the insurance contract.

**Claim** A formal notice to an insurance company requesting payment amount under the terms of a policy or a formal notification of an incident alleging negligence.

**Claims Expense** Expenses of adjusting claims, e.g., allocated claim expenses; court costs, fees, and expenses of independent adjusters, lawyers, witnesses, etc.

**Claims Made** Incidents reported during the year a policy is in force.

**Commercial General Liability Insurance** is designed to cover liability for bodily injury and property damage.

**Cyber Liability Insurance** covers financial losses that result from data breaches and other cyber events.

**Deductible** The amount of covered charges the policy holder must pay before insurance payment begins.

**Documentation** Records that describe the structure, purpose, operation, maintenance, and data; supplying of documents or supporting references or records.

**Endorsement** Any additional coverage or limitation of coverage contained in any attachment or addendum to the Policy.

**Excess & Surplus Lines Insurance** that cannot be placed with an insurer admitted to do business in a certain jurisdiction.

**Exclusions** Specific conditions or circumstances listed in a policy which the policy will not pay claims.

**Exposure** The state of being subject to loss because of some hazard or contingency. Used to measure to rate the units or premium base of a risk.

**Gross Negligence** A conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

**Guidelines** The act or manner of proceeding in any action or process. Guidelines may be followed at the discretion of the administrator.

**Hazard** A circumstance that increases the likelihood or probable severity of a loss.

**Incident** A single event that may lead to a claim .

**Indemnification** The act of making another Whole" by returning any loss another might suffer; Reparation for damages or loss; the agreement of one party to assume financial responsibility for the liability of another party.

**Liability** Any legally enforceable obligation; the obligation to pay a monetary award for injury or damage caused by one's negligent or statutorily prohibited action.

**Negligence** Conduct that falls below the standards of care established by common law or statute for the protection of others against unreasonable risk of harm; Failure to use reasonable care in a given set of circumstances.

**Occurrence** An event that results in an insured loss. An occurrence is differentiated from an accident in that the loss doesn't have to be sudden and accidental.

**Per-Person Limit** The maximum limit allowed for one person.

**Policy** The printed legal document stating the terms of the insurance contract that was issued to the policyholder by the company.

**Policyholder** Person who owns an insurance policy.

**Professional Liability Insurance** covers losses incurred as a result of errors and omissions in performing professional services.

**Property Damage** Physical injury to physical property including loss of use and loss of use of tangible property that has not been physically injured.

**Release** Document relinquishing a claim; giving up right to pursue indemnity in connection with a claim.

**Risk** The possibility of loss or injury.

**Risk Purchasing Group** A group formed in compliance with the Risk Retention Act of 1986 authorizing a group of insured's engaged in similar businesses to purchase insurance coverage from a commercial insurer.

**Risk or Loss Reduction** Measures taken to reduce the frequency or severity of losses, also known as loss control. May include engineering, fire protection, safety inspections, or claims management.

**Risk Management** The process of identifying, assessing, and controlling; analyzing all exposures for the possibility of loss and determining how to handle the exposures; avoiding risk or reducing risk.

**Self-Insured Retention (SIR)** The amount specified in a liability policy that must be paid by the insured *before* the insurance policy will respond to a loss.

**Sexual Abuse and Molestation** insurance is designed to pay damages that result in bodily injury, personal injury or advertising injury because of sexual abuse, molestation or exploitation arising from negligent hiring, training and supervision practices. Bodily injury includes mental anguish or emotional distress from actual physical contact or witnessing physical contact of sex abuse, molestation or exploitation.

**Subrogation** is a term describing a legal right held by most insurance carriers to legally pursue a third party that caused an insurance loss to the insured. This is done in order to recover the amount of the claim paid by the insurance carrier to the insured for the loss.

**Underwriter** individual in insurance who has the responsibility of making decisions regarding a particular risk submission and determining the conditions and premium a policy will be bound.

**Workers' Compensation Insurance** provides statutory protection against bodily injury, sickness or disease sustained by employees injured in the scope of their employment.

**Wrongful Acts** The event triggering coverage under many professional liability policies. Typically a "wrongful act" is an act, error, or omission that takes place while performing professional services;

## **INSURANCE REQUIREMENTS**

### **Acceptable Insurers and limits**

**Acceptable Insurance Providers:** Insurance providers must be authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

**Insurance Provider Compliance:** If, during this period when an insurer is providing the insurance as required, an insurer fails to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure the School shall immediately notify the Vendor and promptly replace the insurance with insurance provided by another insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

### **Workers' Compensation/Employers' Liability Insurance**

Workers' Compensation Insurance provides statutory protection against bodily injury, sickness or disease sustained by employees injured in the scope of their employment.

1. **Coverages:** The Vendor's insurance shall cover the School for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Coverage pursuant to Florida statutory requirements is minimally required. A waiver of subrogation in favor the district must be provided in accordance with the scope of services. Coverage should apply on a primary basis. Workers' Compensation exemption forms will be not be accepted for vendors that intend to sub-contract the work to other individuals or companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy. Vendors who use 3rd party leasing or payroll services to provide Workers' Compensation insurance coverage shall provide a list of active employee(s) to which coverage applies. Employees not covered by the Vendor's Workers' Compensation insurance shall not work on School Board projects.



**2. Minimum Limits:** Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be not less than \$1,000,000 per occurrence.

### **Commercial General Liability**

Commercial General Liability Insurance is designed to cover liability for bodily injury and property damage. Exposures that are normally covered are: premises, operations, products/completed operations and certain contracts. It is important that this coverage be written on an "Occurrence" basis, if available. An Occurrence Policy covers all claims whenever made, arising from occurrences during the policy period; compared to a "Claim's Made" basis which only covers claims made during the policy period.

- 1. Liabilities Required:** Vendor's insurance shall cover the School for those sources of liability (including without limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
  - a. In addition, the Vendor's insurance shall cover Sexual and Physical Abuse & Molestation or provide for as a separate endorsement to the Commercial General Liability policy. *Sexual Abuse and Molestation insurance is designed to pay damages that result in bodily injury, personal injury or advertising injury because of sexual abuse, molestation or exploitation arising from negligent hiring, training and supervision practices. Bodily injury includes mental anguish or emotional distress from actual physical contact or witnessing physical contact of sex abuse, molestation or exploitation.*

- b. In the absence of the Sexual Abuse and Molestation endorsement; the COI shall indicate:
    - i. General liability provisions do not exclude Sexual Abuse and Molestation coverage.
  - c. In the rare event that the Vendor's commercial general liability insurance does not provide Coverage for Sexual Abuse and Molestation and or the General liability provisions exclude Sexual Abuse and Molestation coverage:
    - ii. Vendor services may be provided under the direct supervision of School Board personnel as designated by the project manager when students are present.
    - iii. At no time shall said Vendor(s) be on School Board property without direct supervision when students are present.
    - iv. In the absence of students; said Vendor may enter School Board property without direct supervision as designated by the project manager.
- 2. **Subrogation:** A waiver of subrogation in favor the district must be provided in accordance with the scope of services. Coverage should apply on a primary basis.
- 3. **Minimum Limits:** The minimum limits to be maintained by the Vendor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$2 million annual aggregate (inclusive of up to \$1 million for the annual aggregate provided by an umbrella or excess policy) for Commercial and General Liability insurance and \$1 million per occurrence/\$1 million annual aggregate for Sexual and Physical Abuse & Molestation.
- 3. **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of any deductible or self-insured retention.
- 4. **Occurrence/Claims:** The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.

### **Additional Insured**

The Vendor shall include the Board and its members, officers, and employees as Additional Insureds on the required Commercial General Liability Insurance. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as an Additional Insured using the latest Additional Insured Owners, Lessees, or Contractors (Form B) Endorsement (ISO Form CG 20 10 and CG 2037 or equivalent). The certificate of insurance shall be clearly marked to reflect "**The School Board of Indian River County, Florida** its members, officers, employees, and agents as Additional Insured. ". Thirty (30) day written notice must be provided to the Department of Risk Management, School Board of Indian River County, 6500 57th Street, Vero Beach, FL 32967.

### **Business Automobile Liability**

Business Automobile Liability Insurance provides coverage against liability claims arising out of the use of licensed vehicles. The coverage should be of the "Any Auto" form category.

- 1. Liabilities Covered:** The Vendor's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, un-owned, and hired autos used about this Contract.
- 2. Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.
- 3. Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$2 million annual aggregate.
- 4. Subrogation:** A waiver of subrogation in favor the district must be provided in accordance with the scope of services. Coverage should apply on a primary basis.

### **Additional Insured**

The Vendor shall include the Board and its members, officers, employees, and agents as "Additional Insureds" on the required auto Insurance. The Certificate of Insurance shall be clearly marked to reflect **The School Board of Indian River County, Florida**, its members, officers, employees, and agents as "Additional Insured." Thirty (30) days written notice must be provided to the Department of Risk Management, School Board of Indian River County, 6500 57th Street, Vero Beach, FL 32960.

### **Errors and Omissions Liability and or Professional Liability Insurance**

- 1. Form of Coverage:** The Vendor shall provide School Leader's Errors and Omissions Liability Insurance or Professional Liability Insurance and it shall be on a form acceptable to the School and shall cover the School for those sources of liability typically insured by School Leader's Error and Omissions Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification.
- 2. Coverage Limits:** The minimum limits to be maintained by the Vendor inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/annual aggregate.
- 3. Occurrence/Claims:** The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the Vendor shall maintain without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract.

### **Applicable to All Coverages:**

- 1. Other Coverages:** The insurance provided by the Vendor shall apply on a primary basis and any other insurance or self-insurance maintained by the Vendor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
- 2. Deductibles/Retention:** Except as otherwise specified, the insurance maintained by the Vendor shall apply on a first-dollar basis without application of deductible or self-insurance retention.
- 3. Liability and Remedies:** Compliance with the insurance requirements of the

Contract shall not limit the liability of the Vendor, its subcontractors, its sub-subcontractors, its employees or its agents to the Vendor or others. Any remedy provided to the Vendor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.

4. **Subcontractors:** The Vendor shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. **Waiver of Subrogation:** All policies will be endorsed for waiver of subrogation in favor of the School Board of Indian River County in accordance with the scope of services.
6. **Default upon Non-Compliance:** Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of the Contract and constitute good cause for termination.
7. **Defense outside the limits:** Whenever possible, coverage for Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

### **Quick Procedural Review**

1. Identify the goods/services to be procured in accordance with SDIRC purchasing policies.
2. See the following "Reference Guide for Insurance Requirements for Goods and Services".
3. The Guide identifies Low-Moderate-High exposure categories that determine the insurance requirements. Identify which exposure category is most applicable to the goods/services procured. If the goods/services are not on the Guide, call Risk Management for assistance.
4. Review the insurance requirements for the applicable exposure category.
  - a. Provide the Vendor with a copy of the Low-Moderate-High exposure category and request a Certificate of Insurance (COI) from the Vendor to verify that the Vendor has met the insurance requirements.
  - b. Electronic copies of the insurance requirements and the Guide can be found on the SBIRC Risk Management web page at [https://www.indianriverschools.org/departments/risk\\_management](https://www.indianriverschools.org/departments/risk_management).
5. Forward the Vendor's Certificate of Insurance (COI) to Risk Management for review and approval.
  - a. A copy of the contract and or agreement may also be required if the SDIRC standard agreement is not utilized for the procurement.
  - b. Procurement requiring board approval will need a stamped copy of the COI from Risk Management as part of the board packet.

## Reference Guide for Insurance Requirements for Goods and Services

This guide is not intended to be a “one-size-fits-all”. It is intended to serve as a general guide. Specific insurance requirements by risk exposure can be found immediately following the guide.

Reference Guide for Insurance Requirements for Goods and Services							
This Guide is not intended to be a "one-size-fits-all" guideline.							
Exposure Category “L” Low Risk Exposure			Exposure Category “M” Moderate Risk Exposure			Exposure Category “H” High Risk Exposure	
Presents a minimal threat to safety, health and well-being of public; has low potential to cause business interruption, financial loss, increased costs or degradation of performance.			Potential to cause injury/illness, property damage, some business interruption, financial loss, increased costs or degradation of performance.			Likely to cause severe injury/death, major property damage, significant business interruption, financial loss, increased costs or degradation of performance.	
Advertising	Pagers		Air Conditioning	Janitorial services		Air charters	Hazardous waste
Art	Paper		Appliances/repair	Landscaping		Asphalt paving	Hazardous materials
Athletic equipment	Personal service		Automobiles	Moving services		Bleachers/seating	Health Care services
Audio eq/supplies	Printing/graphics		Auto repair/maint.	Pavement Repair		Blasting	Lab equipment
Cell phones	Program develop.		Beverage equip.	Pavement striping		Bus charters	Lab supplies
Classroom training	Promotional goods		Building equip.	Program mgmt.		Chemicals	Medical equip.
Clerical Services	Reports		Building supplies	Pumps		Crane rental	Medical supplies
Clothing	Research		Catering	Refrigeration		Crane services	Office trailers
Computers	Seminars/workshops		Compressors	Safety equip/supplies		Demolition	Pest control
Copiers	Signs		Delivery svcs.	Sidewalk construction		Drugs	Professional services
Data processing	Software		Electrical	Security services		Elevator maint.	Road const.
Floor coverings	Speakers		Electronic	Telcom equip/service		Excavation	Services to minors
Furniture repair	Theatrical supplies		Equip rental	Trailers		Food services	Sewer const.
Library	Tools		Fasteners	Transport		Fuel/lubricants	Special license reqd.
Mailing services	Trainers		Filming	Tree trimming		Exhibitions	
Maps	Training aids		Fire equip.	Water service		Gases	
Office equipment	Wall coverings		Food equip.	Water treatment			
Office equip maint.	Window coverings		Furniture	Window cleaning			
Office supplies	Web design						
Refer to <b>Exposure Category "L" Insurance Requirements and Hold Harmless Agreement</b> for standard insurance requirements for the procurement of goods and services in this category.			Refer to <b>Exposure Category "M" Insurance Requirements and Hold Harmless Agreement</b> for standard insurance requirements for the procurement of goods and services in this category.			Refer to <b>Exposure Category "H" Insurance Requirements and Hold Harmless Agreement</b> for standard insurance requirements for the procurement of goods and services in this category.	
On a case-by-case basis, the District may determine that commercial general liability coverage is preferred and recommended but not mandatory for a professional service provider who (i) furnishes in-service training or other non-instructional services to District staff members but not to District students, and (ii) remains physically present with and under the direct supervision (within the line of sight) of a District employee at all times students may be accessible to such provider.							
*Construction contracts: Refer to <b>Coverage Recommendations for Construction Contracts</b> for insurance requirements and indemnification.							
**Educational Services to Students contracts: Refer to <b>Coverage Recommendations for Educational Services Contracts</b> for insurance requirements.							

## Insurance Requirements by Exposure Categories

**Appendix A**    **Low Risk Exposure.** See Exposure Category “L”, Insurance Requirements and Hold Harmless Agreement

**Appendix B**    **Moderate Risk Exposure.** See Exposure Category “M”, Insurance Requirements and Hold Harmless Agreement

**Appendix C**    **High Risk Exposure.** See Exposure Category “H”, Insurance Requirements and Hold Harmless Agreement

**Appendix D**    **Professional Services, Individual Provider.** Insurance Requirements and Hold Harmless Agreement

**Appendix E**    **Professional Services CORPORATE Provider.** Insurance Requirements and Hold Harmless Agreement

**Appendix G**    **General Service Non-Construction Contracts.** Insurance Requirements and Hold Harmless Agreement

**Appendix H**    **Construction Maintenance Service Contracts.** Insurance Requirements and Hold Harmless Agreement

**Appendix I**    **Vendor Hold Harmless Agreement**

## Appendix A: Exposure Category LOW Risk

### Exposure Category "L" LOW RISK

#### Insurance Requirements and Hold Harmless Agreement Revised 12-03-2019

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified.

Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance.

All insurance carriers must have an AM Best rating of at least A-VII or better. When a self insured retention or deductible exceeds \$5,000, the Board reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements

The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

#### INSURANCE

##### **1. General Liability**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 <u>FIRE MEDICAL</u>
EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

- AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS. ADDITIONAL INSURED SHALL BE LISTED AS: SCHOOL BOARD OF INDIAN RIVER COUNTY, 6500 57<sup>TH</sup> STREET, VERO BEACH, FLORIDA 32967.
- COVERAGE FOR SEXUAL ABUSE AND MOLESTATION MUST BE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY INSURANCE AND/OR AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS.
- COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY.
- A PER PROJECT AGGREGATE LIMIT ENDORSEMENT MUST BE PROVIDED.
- DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY.
- A WAIVER OF SUBROGATION IN FAVOR OF THE BOARD MUST BE PROVIDED.
- POLICY SHALL CONTAIN NO EXCLUSION FOR THIRD PARTY ACTION-OVER CLAIMS (INJURY TO SUBCONTRACT WORKERS)



- XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE.
- COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

## 2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN **\$1,000,000** PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE BOARD WILL ACCEPT PROOF OF HIRED AND NON-OWNED AUTO LIABILITY ONLY.

- CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED.
- A WAIVER OF SUBROGATION MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

## 3. Workers' Compensation

- WORKERS' COMPENSATION INSURANCE PURSUANT TO FLORIDA STATUTORY REQUIREMENTS.
- EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM.
- A WAIVER OF SUBROGATION IN FAVOR OF THE BOARD MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.
- SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.
- WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR VENDORS THAT INTEND TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided (due to ineligibility), vendor must indicate the reason, by signature below, from the following:

- 1) Vendor is non-construction industry sole proprietor or partner in a partnership  
Signature \_\_\_\_\_

## 4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN **\$1,000,000** PER OCCURRENCE.

FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS.

COVERAGE IS TO APPLY ON A PRIMARY BASIS.

#### 5. Cyber Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN CYBER LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE/CLAIM. COVERAGE IS TO INCLUDE PRIVACY & SECURITY LIABILITY AND SECURITY BREACH RESPONSE COVERAGE/ FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

#### HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the Board), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the Board in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School Board of Indian River County at (772) 564-3129.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

## Appendix B Exposure Category MODERATE Risk

### School Board of Indian River County, Florida Insurance Requirements: Exposure Category "M" MODERATE RISK Revised 12-03-2019

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified.

The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance.

All insurance carriers must have an AM Best rating of at least A-VII or better. When a self insured retention or deductible exceeds \$5,000, Board reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements

The Board by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

#### INSURANCE

##### **1. General Liability**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

- AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS. VENDORS PROVIDING CONSTRUCTION SERVICES MUST PROVIDE AN ADDITIONAL INSURED ENDORSEMENT INCLUDING COVERAGE FOR COMPLETED OPERATIONS (SHOULD BE ISO CG20101185 OR CURRENT EDITIONS OF CG2037 & CG2010) UNDER THE GENERAL LIABILITY POLICY. PRODUCTS & COMPLETED OPERATIONS COVERAGE TO BE PROVIDED FOR A MINIMUM OF 10 YEARS DATE OF POSSESSION BY OWNER OR COMPLETION OF CONTRACT. **ADDITIONAL INSURED SHALL BE LISTED AS: SCHOOL BOARD OF INDIAN RIVER COUNTY, 6500 57<sup>TH</sup> STREET, VERO BEACH, FLORIDA 32967.**
- COVERAGE FOR SEXUAL ABUSE AND MOLESTATION MUST BE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY INSURANCE AND/OR AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS.
- COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY.
- A PER PROJECT AGGREGATE LIMIT ENDORSEMENT MUST BE PROVIDED.
- DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY.

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- A WAIVER OF SUBROGATION IN FAVOR OF THE BOARD MUST BE PROVIDED.
- POLICY SHALL CONTAIN NO EXCLUSION FOR THIRD PARTY ACTION-OVER CLAIMS (INJURY TO SUBCONTRACT WORKERS) XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE.
- COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES.
- COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

## **2. Automobile Liability**

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT.

IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE BOARD WILL ACCEPT PROOF OF HIRED AND NON-OWNED AUTO LIABILITY ONLY.

- CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED.
- A WAIVER OF SUBROGATION MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

## **3. Workers' Compensation**

- WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.
- EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM.
- A WAIVER OF SUBROGATION ENDORSEMENT MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

## **4. Professional Liability**

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMITS OF NOT LESS THAN \$1,000,000 PER OCCURRENCE.

FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS.  
COVERAGE IS TO APPLY ON A PRIMARY BASIS.

## **5. Contractors Pollution Liability:**

MAY BE REQUIRED DEPENDING ON SCOPE OF SERVICES. LIMIT OF LIABILITY NO LESS THAN \$1M EACH OCCURRENCE.

**6. Cyber Liability:**

CYBER LIABILITY WHEN INDICATED BY THE SCOPE OF SERVICE; VENDOR MUST MAINTAIN CYBER LIABILITY WITH A LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE/CLAIM. COVERAGE IS TO INCLUDE PRIVACY & SECURITY LIABILITY AND SECURITY BREACH RESPONSE COVERAGE FOR POLICIES WRITTEN ON CLAIMS MADE BASIS. VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELLED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS COVERAGE.



## Appendix C: Exposure Category HIGH Risk

### Exposure Category "H" HIGH RISK Insurance Requirements REVISED 12-03-2019

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified.

The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance.

All insurance carriers must have an AM Best rating of at least A- VII or better. When a self insured retention or deductible exceeds \$5,000, Board reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements

The Board by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

#### INSURANCE

##### **1. General Liability**

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$5,000,000
GENERAL AGGREGATE	\$5,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS. VENDORS PROVIDING CONSTRUCTION SERVICES MUST PROVIDE AN ADDITIONAL INSURED ENDORSEMENT INCLUDING COVERAGE FOR COMPLETED OPERATIONS (SHOULD BE ISO CG20101185 OR CURRENT EDITIONS OF CG2037 & CG2010) UNDER THE GENERAL LIABILITY POLICY. PRODUCTS & COMPLETED OPERATIONS COVERAGE TO BE PROVIDED FOR A MINIMUM OF 10 YEARS DATE OF POSSESSION BY OWNER OR COMPLETION OF CONTRACT. ADDITIONAL INSURED SHALL BE LISTED AS: SCHOOL BOARD OF INDIAN RIVER COUNTY, 6500 57<sup>TH</sup> STREET, VERO BEACH, FLORIDA 32967

- COVERAGE FOR SEXUAL ABUSE AND MOLESTATION MUST BE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY INSURANCE AND/OR AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS.

- COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY.
- A PER PROJECT AGGREGATE LIMIT ENDORSEMENT MUST BE PROVIDED.
- DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY.
- A WAIVER OF SUBROGATION MUST BE PROVIDED IN FAVOR OF THE BOARD.
- POLICY SHALL CONTAIN NO EXCLUSION FOR THIRD PARTY ACTION-OVER CLAIMS (INJURY TO SUBCONTRACT WORKERS). XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES.
- COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

## 2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT.

IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE BOARD WILL ACCEPT PROOF OF HIRED AND NON-OWNED AUTO LIABILITY ONLY.

- CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED.
- A WAIVER OF SUBROGATION MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

## 3. Workers' Compensation

- WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.
- EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$500,000 EACH ACCIDENT, \$500,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM.
- A WAIVER OF SUBROGATION ENDORSEMENT MUST BE PROVIDED IN FAVOR OF THE BOARD.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.
- WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

4. UMBRELLA LIABILITY -May be given consideration **NO LESS THAN \$2M - \$5M EACH OCCURRENCE. COVERAGE TO APPLY AS EXCESS OVER GL, AL, EMPLOYERS LIABILITY ON A FOLLOW FORM BASIS**

## 5. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE.

FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS.

COVERAGE IS TO APPLY ON A PRIMARY BASIS.

**6. Contractors Pollution Liability:**

MAY BE REQUIRED DEPENDING ON SCOPE OF SERVICES. LIMIT OF LIABILITY NO LESS THAN \$1M EACH OCCURRENCE.

**7. Cyber Liability:**

CYBER LIABILITY WHEN INDICATED BY THE SCOPE OF SERVICE; VENDOR MUST MAINTAIN CYBER LIABILITY WITH A LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE/CLAIM. COVERAGE IS TO INCLUDE PRIVACY & SECURITY LIABILITY AND SECURITY BREACH RESPONSE COVERAGE FOR POLICIES WRITTEN ON CLAIMS MADE BASIS. VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELLED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS COVERAGE.



## Appendix D: Professional Services Individual Provider

### Professional Services Individual Provider Insurance Requirements and Hold Harmless Agreement Revised December 2019

Professional Service Providers shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance.

The Board by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of services provided.

**INSURANCE:** The Professional Service Provider shall maintain insurance, as follows:

(a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

- Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance.
- An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis
- Coverage is to be written on an occurrence form basis and shall apply as primary.
- Defense costs are to be in addition to the limit of liability.
- Coverage should extend to independent contractors and fellow employees.
- Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insureds clause.

Notwithstanding the foregoing, on a case-by-case basis, the Board may determine that commercial general liability coverage is preferred and recommended but not mandatory for a professional service provider who (i) furnishes in-service training or other non-instructional services to Board Staff members but not to Board students, and (ii) remains physically present with and under the direct supervision (within the line of sight) of a Board employee at all times students may be accessible to such provider and in accordance with a Professional Services executed agreement.

(b) Automobile Liability for any auto (all owned, hired, and non-owned autos) with limits of not less than \$100,000 per person and \$300,000 per accident for Bodily Injury Liability, and \$100,000 per accident for Property Damage Liability. The policy

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Injury Liability, and \$100,000 per accident for Property Damage Liability. The policy shall not exclude business use. In the event Professional Service Provider does not own any automobiles in the business name, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

**If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided (due to ineligibility), vendor must indicate the reason, by signature below., from the following:**

**1) Vendor is non-construction industry sole proprietor or partner in a partnership**

Signature \_\_\_\_\_

(d) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

(e) The Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. The policies must be specifically endorsed to grant the Board the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis. The School Board of Indian River County located at 6500 57th Street, Vero Beach, FL 32967 shall be listed as Additional Insured.

#### HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the Board), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the Board in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School Board of Indian River County at (772) 564-3129.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

## Appendix E: Professional Services Corporate Provider

### Professional Services Corporate Provider Insurance Requirements and Hold Harmless Agreement Revised December 2019

Professional Service Providers shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the Deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the services being provided.

**INSURANCE:** The Professional Service Provider shall maintain insurance, as follows:

- (a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

- Coverage for Sexual Abuse and Molestation must be included.
- An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis. Additional Insured shall be listed as: School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967
- Coverage is to be written on an occurrence form basis and shall apply as primary.
- Defense costs are to be in addition to the limit of liability.
- Coverage should extend to independent contractors and fellow employees.
- Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insureds clause.

- (b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Professional Service Provider does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

- (c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

(d) Cyber Liability When indicated by the scope of service, Vendor must maintain Cyber liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis, Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.

(e) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

(f) The School Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

#### HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the Board), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board

of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the Board in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School Board of Indian River County at (772) 564-3129.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_



## Appendix F: Contracted Services

### Contracted Services Insurance Requirements and Hold Harmless Agreement Revised December 2019

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the Certificate of Insurance. All insurance carriers must have an AM Best rating of at least A-VII or better. The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the contract. All contractors, including any independent contractors and subcontractors utilized, must comply with the following insurance requirements:

**Commercial General Liability** insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000	
Personal/advertising injury	\$1,000,000	
Products/completed operations aggregate	\$2,000,000	
General aggregate	\$2,000,000	
Fire damage	\$100,000	Any 1 fire
Medical expense	\$10,000	Any 1 person

- An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form Additional Insured shall be listed as: **School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967.**
- Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory.
- A per project aggregate limit endorsement should be attached, if applicable.
- Defense costs are to be in addition to the limit of liability.
- A waiver of subrogation is to be provided in favor of the School Board of Indian River County.
- Policy shall contain no exclusion for third party action-over claims.
- If applicable, there shall be no exclusion for EFIS.
- Coverage for the hazards of explosion, collapse and underground property damage (~~xxu~~) must also be included.
- Coverage should extend to independent contractors and fellow employees.
- Contractual liability is to be included.

**Professional Liability** may be required in accordance with the scope of services. Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

**Business Automobile Liability** Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident.

In the event contractor, does not own any automobiles, the Board will accept proof of hired and non-owned auto liability only.

- Certificate holder must be listed as additional insured.
- A waiver of subrogation must be provided.
- Coverage should apply on a primary basis.

**Worker's Compensation** with limits equal to Florida statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

- A waiver of subrogation must be provided.
- Coverage should apply on a primary basis.
- Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

**Cyber Liability** may be required in accordance with the scope of services. Vendor must maintain Cyber liability with limits of not less than \$1,000,000 per occurrence/claim. Coverage is to include privacy & security liability and security breach response coverage for policies written on a claims made basis. Vendor shall maintain a retroactive date prior to or equal to the date(s) of service and or contract date. In the event the policy is canceled, non-renewed, or there is a change in retroactive date, the Vendor must purchase an extended reporting period rider during the life of the services being provided and or the contract not less than 3 years. Coverage is to apply on a primary basis.

Any insurance provided which does not meet the above requirements will not be deemed acceptable unless accepted in writing by the Board 's Risk Management department.

**The School Board of Indian River County located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 shall be listed as Additional Insured.**

#### **HOLD HARMLESS AGREEMENT**

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board ) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board , its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the Board ), statute, ordinance, governmental administration order, rule or regulation by the vendor, any



subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work;  
or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the Board in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School Board of Indian River County at (772) 564-3129.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

## Appendix G: Contractor Construction Agreements

### Contractor Construction Agreement Insurance Requirements and Hold Harmless Agreement Revised December 2019

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the Deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the agreement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

**Commercial General Liability** insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000	
Personal/advertising injury	\$1,000,000	
Products/completed operations aggregate	\$2,000,000	
General aggregate	\$2,000,000	
Fire damage	\$100,000	Any 1 fire
Medical expense	\$10,000	Any 1 person

- An additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis. Additional Insured shall be listed as: **School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967.**
- Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis.
- Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract.
- Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory.
- Property damage shall provide S, C or U Coverage as applicable.
- A per project aggregate limit endorsement should be attached.
- Defense costs are to be in addition to the limit of liability.
- A waiver of subrogation is to be provided in favor of the School Board of Indian River County.
- Policy shall contain no exclusion for third party action-over claims.
- If applicable, there shall be no exclusion for EIFS.
- Coverage should extend to independent contractors and fellow employees.
- Contractual liability is to be included.
- Any cross liability exclusion shall not extend to additional insureds.

**Builders Risk:** Builders Risk is required for property in the course of construction to cover subject property for all risks of loss (including flood, theft, sinkhole, flood, windstorm & hail) with no coinsurance.

- Policy should include off site storage, transit, installation and equipment breakdown. Equipment breakdown coverage should include testing.
- Permission to occupy should be included.
- Policy is to cover the interest of all parties including your entity, all contractors and subcontractors.
- There should be a waiver of subrogation against entity.
- Contracts involving ground up new construction as well as renovations or additions to existing property should be referred to Risk Management who will make final determination as to the procurement of this coverage.
- The contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost of such shall be borne by the Contractor.

**Contractors Pollution Liability:** May be required depending on scope of services.

**Boiler and Machinery Insurance:** The contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

**Performance and Payment Bonds:** The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

**Professional Liability:** Architects or engineers must maintain professional liability or equivalent errors & omissions liability with limit of not less than \$1,000,000 per occurrence.

- For policies written on a claims made basis, architect or engineer shall maintain a retroactive date prior to or equal to the effective date of this contract.
- In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, architect or engineer must purchase an extended reporting period rider during the life of this contract of not less than 3 years.
- Coverage is to apply on a primary basis.

**Business/Commercial Automobile liability:** The State of Florida has no-fault automobile insurance requirements. The contractor shall be certain coverage is provided which conforms to any specific stipulation in the law. Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

- Certificate holder must be listed as additional insured.
- A waiver of subrogation must be provided.
- Coverage should apply on a primary basis.

**Worker's Compensation** with limits equal to Florida statutory requirements (FS 440). Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$1,000,000 each disease/maximum.

- A waiver of subrogation must be provided.

- Coverage should apply on a primary basis.
- Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

**The School Board of Indian River County located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 shall be listed as Additional Insured.**

#### **HOLD HARMLESS AGREEMENT**

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board ) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board , its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the Board ), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the Board in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School Board of Indian River County at (772) 564-3129.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

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## Appendix H: Vendor Hold Harmless Agreement

School District of Indian River County  
6500 57<sup>th</sup> Street, Vero Beach, Florida 32967  
Telephone: 772-564-3000 Fax: 772-564-3054

### **2018 VENDOR HOLD HARMLESS AGREEMENT**

The vendor shall, in addition to any other obligation, indemnify the School District of Indian River County (School District) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the District), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School District of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School District of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the District in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School District of Indian River County at (772) 564-3129.

Vendor Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Vendor Name: \_\_\_\_\_



# Appendix I: Sample Certificate of Insurance (COI)

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/5/2019		
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.						
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER [Redacted]		CONTACT NAME: [Redacted] PHONE: [Redacted] FAX: [Redacted] E-MAIL: [Redacted] ADDRESS: [Redacted]				
INSURED [Redacted]		INSURER(S) AFFORDING COVERAGE [Redacted]				
		NAIC # 25445				
		INSURER F: [Redacted]				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> 2019 with Inst Fltr		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADSL SUBR INSD VOLD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X Y	IC800265-05	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (30 OCCURRENCES) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BARN256296 Comp/Coll. Ltd: \$1,000	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (See schedule) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION 5 10,000	X	BN800296-00	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0195-47462 0195-47462	1/1/2019 01/1/2020	1/1/2020 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater		6079868836	12/1/2019	12/1/2020	Limit: \$150,000 Ded: \$2,500
E	Excess Umbrella		20157602005	12/1/2015	12/01/2020	\$1M Over 10M Retention: \$0
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROJECT NAME: 14-0-2018JC RFP for Roof Repair and Maintenance. The School Board of Indian River County Florida, its officers, directors and employees are included as additional insured with respects to general liability as required by written contract. A waiver of subrogation applies in favor of the additional insured for general liability. Coverage for Sexual Abuse & Molestation included in the general liability.						
<b>CERTIFICATE HOLDER</b> School Board of Indian River County 6055 62nd Avenue Vero Beach, FL 32967				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dirk DeJong/TP		

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 INS025 (2014/01)

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