



SUBJECT	Contractors' Insurance Requirements
SOP #	06-001
Issued Date	05/11/2022
City Manager Approval	

PURPOSE:

To establish a consistent practice with regard to insurance and to ensure the right insurance coverage is obtained from independent contractors, vendors, or consultants performing work or services for the City of Cooper City.

POLICY:

It is the policy of the City of Cooper City that all Certificates of Liability Insurance provided to the City contain all the required insurance and essential details of an insurance policy to protect the City's interest from potential legal liabilities.

PROCEDURE:

All competitive solicitations (exclusive of purchase orders for supplies) shall be referred to the Risk Manager in draft form for review and approval prior to bid advertising or negotiations. Prior to presenting a recommended award of a contract to the City Commission, a copy of the proposed contract, shall be presented to the Risk Manager to ensure compliance with the bid specifications and this policy.

Certificates of Liability Insurance and Endorsements, reflecting evidence of the required insurance, along with a copy of the signed contract, shall be filed with the City's Risk Manager for review and approval prior to the project's commencement.

Procurement has the responsibility of monitoring Certificate(s) of Insurance for compliance and competitively bid contracts, and for obtaining and maintaining original, valid, or current Certificate(s) of Insurance from all contractors that engage to do work on City property.

Projects shall not commence until all required insurance coverage has been approved by the Risk Manager, nor shall a Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Insurance shall be in force until all obligations are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of the agreement, the Contractor shall furnish, at least thirty-five (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the remainder of the project. The Contractor shall not commence nor continue to provide any services unless all required insurance remains in full force and effect. Contractor shall be liable to the City for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

As a condition precedent to the effectiveness of an agreement, during the term of the agreement and during any renewal or extension term of the agreement, the Contractor and subcontractors, at their sole expense, shall provide insurance of such types and with such terms as noted below:

- Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

- Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with the project. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance.

The City shall be granted a waiver of all rights of subrogation on the Contractor's Workers' Compensation and General Liability Certificates of Liability Insurance, and a waiver of subrogation endorsement.

- Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the project,
- Professional Liability/Errors & Omissions Insurance, when applicable. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

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