



## The City of Coral Gables

### **Procurement Division**

2800 S.W. 72ND AVENUE  
MIAMI, FLORIDA 33155

### **PIGGYBACK APPROVAL FORM**

**Re: Racine County Contract PW1925 - Roofing Supplies and Services, Waterproofing and Related Products and Services**

**Contract Expiration: October 14, 2029**

Garland /DBS, Inc., hereby agrees to extend the same scope, pricing and terms and conditions and be contractually bound to the City of Coral Gables for the above referenced contract and to comply with the following:

- 1) Furnish to the City of Coral Gables Risk Management Department, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined in the approved contract

#### **INSURANCE -**

##### **i. Requirement:**

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

##### **ii. Minimum Limits of Insurance:**

Contractor shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.



## The City of Coral Gables

### **Procurement Division**

2800 S.W. 72ND AVENUE  
MIAMI, FLORIDA 33155

3. **Workers' Compensation and Employers Liability:** Workers' Compensation limits as required by the State of Wisconsin and Employers Liability of \$1,000,000 per occurrence or disease.
4. **Professional Liability (Errors and Omissions) Coverage:** \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
5. **Commercial Umbrella or Excess Liability Coverage:** \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
6. **Builder's "All Risk" Insurance:** In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insurance retentions must be declared to and approved by the City so that the City may ensure the financial solvency of the Contractor. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



## The City of Coral Gables

### **Procurement Division**

2800 S.W. 72ND AVENUE  
MIAMI, FLORIDA 33155

Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

#### iv. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance a. Additional Insured Requirement. The City, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.

Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

e. Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

#### v. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance

of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against the City, and its officers,



## The City of Coral Gables

### **Procurement Division**

2800 S.W. 72ND AVENUE  
MIAMI, FLORIDA 33155

officials, employees and volunteers for losses arising from the work performed by the Contractor for the City.

#### vi. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for The City..

#### vii. All Coverages

##### 1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. The

City reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Florida law.

##### 2. Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of Wisconsin. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater or be otherwise acceptable to The City.. All policies shall be subject to approval by the

The City Counsel as to form and content.

##### 3. Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

#### viii. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by the City before any work commences.



# The City of Coral Gables

## Procurement Division

2800 S.W. 72ND AVENUE  
MIAMI, FLORIDA 33155

PO Box 100085 - CE  
Duluth, GA 30096

- For General Liability coverage the City of Coral Gables must be listed as an "Additional Insured"
- Endorsement documents must be attached to the certificate of insurance evidenced to the City

2) Indemnify the City of Coral Gables (according to the same provisions listed in Contract PW1925)

The Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided

3) Apply the State of FL Public Records Law, Chapter 119 as it relates to the City as outlined below:

**IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

4) Completion of Vendor Registration for the City of Coral Gables (if applicable).

Authorized Signature: Frank A. Pelcaciasta

Print Name: FRANK A. Pelcaciasta

Title: Controller

Date: 11.25.2019

