

Exhibit B: INSURANCE & BONDING REQUIREMENTS

A. PREAMBLE

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, within 2 business days of receipt, forward to the City, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverages under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

68 Mitchell St. Suite 9100, Atlanta, GA 30303, Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

6. Additional Insured Endorsements

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any **Certificate of Insurance** provided by Contractor/Consultant as evidence of its compliance with this Appendix B. **Contractor/Consultant must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. The City shall not have liability for any premiums charged for such coverage.**

7. Mandatory Sub-consultant Compliance

Contractor/Consultant must require and ensure that all subcontractors/subconsultants at all tiers to be sufficiently insured/bonded.

B. REQUIRED POLICIES & LIABILITY LIMITS

1. Worker's Compensation

Grantee must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation/Employer's Liability	Statutory
Bodily Injury by Accident/Disease	\$100,000 each accident
Bodily Injury by Accident/Disease	\$100,000 each employee
Bodily Injury by Accident/Disease	\$500,000 policy limit

Pursuant Georgia state law, any employer employing three (3) or more employees must provide worker's compensation coverage. If Grantee does not employ at least three (3) employees, a statement on the agency/company letterhead must be submitted to the City indicating such.

2. Commercial General Liability Insurance

Grantee must procure and maintain Commercial General Liability Insurance in an amount not less than **\$1,000,000** bodily injury and property damage combined single limit. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Independent Contractors and Subcontractors
- Additional Insured Endorsement* (primary, non-contributory basis)
- Waiver of Subrogation in favor of City

3. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$500,000 Bodily Injury and Property Damage combined single limit**. The following extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Additional Insured Endorsement* (written on a primary, non-contributing basis)
- Waiver of Subrogation in favor of City

If Contractor/Consultant does not own any automobiles in the corporate name, hired and non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

4. Fidelity Bond / Crime Insurance

Grantee shall procure and maintain Fidelity Bond/Crime Insurance covering all persons receiving or disbursing funds under this contract/agreement. This coverage shall be in the amount of **100% of the total grant amount** and shall be specifically endorsed to cover loss under this contract. The City of Atlanta shall be named as Loss Payee.

- Loss Payee Endorsement
- Waiver of Subrogation in favor of City