

161.3.SUBJECT: PROCEDURE FOR THE CREATION OF CONTRACTS, RELATED INSURANCE REQUIREMENTS AND OTHER MATTERS

:1 OBJECTIVE:

To document and establish procedures for the creation and approval of all City contracts/agreements (hereinafter referred to as contract(s)) and associated insurance requirements.

:2 AUTHORITY:

This procedure amended by City Council, February 23, 2009, Item A-11.

:3 DIRECTION:

The City Attorney's Office establishes administrative policies and procedures as concerns all contracts entered into by the City of Orlando. Each department, division or office (hereinafter referred to as Office) is responsible to ensure compliance with the policy when a written contract is required by either party or whenever any property owned, leased, or controlled by the City is used for any non-City purpose.

:4 METHOD OF OPERATION:

A. Definitions

Contracts for a Particular Purpose are drafted on an individual basis and include, but are not limited to, purchasing contracts, demolition contracts, purchase and sale of land agreements, construction contracts, etc.

Covered Service Contractor is any individual, business entity, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or similar business that is conducting business in the Central Florida area and:

1. is paid in whole or in part from one (1) or more of the City's general fund, capital project funds, special revenue funds, or any other funds; and
2. is a party to a contract with the City for the provision of covered services to the City.

Covered Services are services purchased by the City through a contract or a purchase order which involves City expenditures of over \$100,000 per year and which include:

food preparation and/or distribution; security services; routine maintenance services related to public works projects, as well as those services related to custodial, cleaning, painting, computers, office equipment, refuse removal and recycling, repairs (including, but not limited to mechanical, electrical, vehicular); clerical or other non-

supervisory office work (whether temporary or permanent); delivery and messenger services; transportation and parking services; printing and reproduction services; landscaping, lawn, and/or agricultural services; parks and public place maintenance; entertainment; advertising services; communications; consulting services; actuarial services; testing services; roadway and/or construction related services.

Form Contracts are contracts which are uniform in nature, approved by the City Attorney's Office, and used on a regular basis without amendment of their original form, including, but not limited to, facility use agreements, temporary employment contracts, employment contracts, leases, and permits.

Generating Office is an Office which drafts contract(s) either for itself or at the request of another Office.

Living Wage shall mean compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, worker's compensation insurance and employee benefits.

Requesting Office is one which has need of a contract and requests that another City Office draft same.

B. Policy

Whenever the City wishes to enter into a contract with an entity whether public or private, the following procedures will be used to ensure the validity and legality of the contract. Contracts will be divided into two types: 1) those for a particular purpose; and 2) form contracts. No contract shall be considered a form contract unless it has been reviewed, approved, and specifically designated as such by the City Attorney's Office.

C. Contracts for a Particular Purpose

In situations where contracts need to be drafted for a particular purpose, the requesting Office must contact the generating Office at the earliest possible time. For the purpose of this policy, Purchasing, Orlando Venues Department, Public Works and the City Attorney's Office are designated as generating Offices. The requesting Office shall detail the general scope of services which the contract is intended to provide.

Purchasing, Orlando Venues Department, and Public Works have the authority to draft and execute certain contracts within the limits established by Chapter 7 of the City Code and/or the City Council.

Purchasing, Orlando Venues Department, the City Attorney's Office and Public Works shall have access to the database, shall designate a number for each contract they generate, and shall input the necessary information into the data system. All such contracts which do not require City Council approval and

which can be executed and awarded by the generating Office shall be maintained and stored by that Office.

In the event an Office requests that the City Attorney's Office draft or review a contract for a particular purpose, the requesting Office must contact the City Attorney's Office at the earliest possible time to detail the general scope of services which the contract is intended to provide. The requesting Office shall keep the City Attorney's Office informed of any negotiations.

Once the City Attorney's Office has prepared a draft of the contract, the requesting Office will review it to ensure that the contract properly reflects the negotiations and the intent of the parties. If the contract requires no further changes, it shall be signed by the contractor. If changes are required, it shall be returned to the City Attorney's Office for correction.

All contracts created for a particular purpose, whether or not drafted by the City Attorney's Office, shall be reviewed by the City Attorney's Office for approval as to form and legality after execution by the contractor and prior to execution by the City.

D. Contracts for a Particular Purpose: Law Related Services

Whenever a need for law firm services is identified by a Requesting Office, the Requesting Office shall submit proposals or contracts to the City Attorney's Office for review before the law firm is engaged. Legal services are procured, wherever applicable, in accordance with the requirements of City Code. Legal services may be procured through Bids, RFPs, and negotiated purchases based upon the specialty and expertise needed to successfully render the legal service. The City Attorney's Office has the authority to engage law firms and other legal services, up to a maximum of \$25,000 in fees and costs per engagement. The City Attorney's Office shall approve law firm agreements before they are submitted to City Council and shall monitor the law firms utilized by the City by reviewing all invoices for compliance with the terms of the agreement.

Each engagement with a law firm shall be formalized in a written documentation, which may consist of any of the following: (1) engagement letter presented by the law firm outlining the services to be provided, fees and any other terms; (2) engagement letter to the law firm written by the City Attorney's Office, summarizing the fee and general terms; or (3) a formal contract prepared by the City. Included in the agreement shall be provisions for the type of service to be rendered, the fee arrangement, the requirement to abide by City Policy & Procedure 133.3, the requirement for City Council to approve the agreement if the total of the related services exceeds \$25,000.00, and a notification regarding the City's waiver of future conflicts of interest. Any substantive provisions which describe the work to be performed will be submitted for review to any requesting Office prior to execution of the Agreement. Any changes to the

hourly rate or fee arrangement shall be documented as an addendum to the original agreement and will be subject to approval by the City Attorney's Office.

The City Attorney's Office shall retain a copy of all law firm agreements approved by City Council, with the original signed agreement being housed with the City Clerk. The City Attorney's Office shall keep signed original agreements for all other law firm engagements. The City Attorney's Office shall maintain a documentation system which indicates the type of agreement, the law firm being utilized, the using department, the internal attorney managing the agreement, and the term of the agreement. A copy of the agreement will be forwarded to any Requesting Office for their files.

Normally, the written agreement will be signed by the City Attorney prior to the commencement of the legal service. Upon approval of the City Attorney, the City may, however, engage a law firm without an approved and executed written agreement, if necessary to prevent prejudicing the City in meeting an impending litigation deadline. In such instance, a written agreement will be executed as soon as reasonably feasible. Each Requesting Office shall note when an agreement is to expire and shall finalize the project or, at least 30 days prior to the expiration of the original agreement, request that the City Attorney's Office extend the agreement.

Each Requesting Office and the City Attorney's Office shall monitor the law firm invoices to ensure that totals paid are limited to the maximum authorized amounts as set forth in the written agreement.

Prior to the payment of any law firm invoices, the invoice shall be forwarded for review to the internal attorney assigned to that engagement and to any requesting Office. The attorney assigned shall review the law firm invoice and if acceptable, shall sign, date and indicate "OK to pay" on the reviewed invoice. In reviewing the invoice, the assigned attorney and any requesting Office shall review the invoice for the correct hourly rate and work billed.

E. Form Contracts

If a form contract is used which requires approval by City Council, the requesting Office should fill out the appropriate form(s) and return the document to the City Attorney's Office before sending it to the City Clerk's Office for processing and presentation to City Council. Form contracts which have been previously approved by the City Attorney's Office may not be amended by individuals, Departments, Divisions, or Offices without the prior approval of the City Attorney's Office.

If a form contract is used which does not require City Council approval, it need not be reviewed by the City Attorney's Office prior to execution by the parties so long as the form is not altered or amended in any way.

Form contracts need not be assigned a contract number nor be input into the Contracts and Insurance System database, as provided for in Section F of this procedure; however, they may have insurance requirements as provided for in Attachment A.

All form contracts which require City Council approval shall be reviewed by the City Attorney's Office for approval as to form and legality after execution by the contractor and prior to submittal to City Council or execution by the requesting Office.

F. Living Wage

All contracts for covered services, whether created for a particular purpose or a form contract, shall include a provision requiring all covered service contractors, as well as their subcontractors, to pay to all of their employees providing services pursuant to a contract with the City, a living wage for that time spent providing covered services to the City. Such provision shall also require that necessary payroll documentation be provided to confirm compliance with this provision or that the service contractor allow the City to audit its payroll records to determine if compliance has been achieved. Additionally, the living wage contract provision should provide that failure to comply may result in termination of the contract and/or preclusion from future City contracts.

G. Approval and Execution

Except as enumerated in this section, all contracts and signed agreements entered into by the City must be individually approved by City Council prior to execution.

The following City Officials have the authority to approve and execute Contracts For a Particular Purpose or Form Contracts, provided that such contracts do not constitute grant agreements covered by P & P 460.2, within the below-described limitations:

1. General Purchasing – The Director of Purchasing, or designee has the authority to approve and enter into contractual agreements as specified in Chapter 7 of the Code of the City of Orlando, ~~as well as including~~ contracts for free trials, contracts for services which will be provided at no cost to the City and contracts regarding art services, but not ~~that~~ art acquired by the City and on display in City-owned facilities. The Director of Purchasing has the authority to approve and enter into contractual agreements on behalf of the Downtown Development Board and Community Redevelopment Agency up to \$10,000.00 and \$50,000.00, respectively, as specified in Downtown Development Board

policies codified as Policies and Procedures 1250.1:4B and 4D and Community Redevelopment Agency Policies codified as Policies and Procedures 1240.1:4B and 4D.

2. Employment - The Human Resources Division Manager or designee has the authority to execute employment contracts for Temporary Employees. The Human Resources Division Manager has authority to execute any internship agreement requested by a college, school, or University after review by the City Attorney's Office.
3. Orlando Venues Department
 - a. The Orlando Venues Director, or designee, has the authority to execute contracts and agreements for the following:
 - (i) Contracts for the repair, maintenance, and replacement of concessionaire equipment in an amount not to exceed \$5,000.00;
 - (ii). Contracts with suppliers who wish to donate the use of certain equipment or supplies in return for the placement of advertising on said equipment or supplies; and
 - (iii). Facility use agreements for Orlando Venues Department Facilities in accordance with Policies and Procedures 1221.1.
 - (iv). Written promotional contracts with agents or entertainers to present shows in department venues. This authority is limited by the annual budgetary limitations set by City Council for promotions.
 - (v). Advertising and marketing services in an amount not to exceed \$2,500.00 per each advertisement or transaction. This authority is limited by the annual budgetary limitations set by City Council for advertising and marketing services.
 - b. The Leu Gardens Executive Director may execute facility use agreements (including form polling place agreements) for Leu Gardens' facilities and agreements to purchase items for resale at Leu Gardens provided the contractual amount does not exceed \$2,500.00.
 - c. The Leu Gardens Executive Director and the Mennello Museum Director and their designees shall have the authority to execute agreements in order to borrow art works for exhibition in City facilities.

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- d. The Leu Gardens Executive Director may execute agreements for educational, instructional, recreational or entertainment programs within budgeted amounts up to \$5,000.00.
4. Families, Parks & Recreation Department
 - a. The Director and Division Managers, or their designees have the authority to execute standard form facility use agreements and form polling place agreements for properties under their control.
 - b. The Director shall have authority to execute agreements for educational, instructional, recreational or entertainment programs within budgeted amounts up to \$5,000.00.
 5. Police Department
 - a. The Special Services Bureau Commander has the authority to execute contracts for the purchase of canines and horses for police operations within budgeted amounts not to exceed \$10,000 per animal .
 - b. The Chief has the authority to execute contracts with FDLE for expense reimbursement of officers who teach at FDLE-sponsored seminars.
 - c. The Chief or designee has the authority to execute facility use agreements for the use of OPH facilities or OPD materials and equipment for training purposes.
 - d. The Chief or designee has the authority to enter into agreements with other governmental entities for the purpose of assigning OPD personnel to specific law enforcement operations, and obtaining reimbursement, if appropriate, for these services.
 - e. The Chief or designee has the authority to enter into asset sharing agreements with federal and state law enforcement agencies.
 - f. The Chief has the authority to execute hold harmless agreements for the use of property and/or equipment needed for training purposes.
 6. Fire Department
 - a. The Mayor has the authority to execute any applications, contracts or agreements required by the State of Florida or the

Federal Government or other governmental entity in order to obtain disaster relief supplies, funding or reimbursement.

- b. The Chief has the authority to execute hold harmless agreements for the use of property and/or equipment needed for training purposes. The Chief or designee has authority to execute form polling place agreements for properties under OFD control.

7. Public Works Department

- a. The Director or designee has the authority to execute Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA) operating permit applications and Industrial Pre-Treatment Program permits necessary for the operation of the City's wastewater systems. In addition, the Director or designee has the authority to execute Florida Water Management permit applications and FDEP and EPA environmental permits. The Director or designee has the authority to enter into contracts for design services and construction services for the Downtown Development Board and Community Redevelopment Agency as specified in Downtown Development Board policies codified as Policies and Procedures 1250.1:4C and Community Redevelopment Agency policies codified as Policies and Procedures 1240.1:4C.
- b. Beginning October 1, 2004, the following policy language will be added, in the appropriate sections, to all solicitations for construction contracts with an estimated value of at least \$100,000. This does not apply to consulting or professional service contracts.

Responsible Contractor's Policy

The Construction Contractor (hereinafter "Contractor") when paying the workers on this project, shall pay such workers an hourly wage, based on classification, for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage"). Additionally, the Contractor shall provide said workers with health benefits. The Contractor may satisfy this health benefits requirement by providing to the workers on this project either 1) health benefits through a bona fide program or 2) by increasing the hourly wage by 20%. Evidence of the existence of a bona fide health benefits program, satisfactory to the City, must be submitted to the Public Works Department. Payment of the appropriate wages must be documented in the Contractor's progress payment applications by the submission of certified payrolls by the

Contractor for the duration of this Agreement. Moreover, the Contractor shall require that this provision be in its contracts with all subcontractors and will be held responsible for compliance by any subcontractor or lower tier subcontractor. Notwithstanding the foregoing, the Contractor acknowledges and agrees that no hourly wage paid on this project will be less than the living wage referenced in this Agreement.

- c. The following language shall be added, in the appropriate section, to solicitations for construction contracts in which the primary purpose of such contract is the construction of a building, such as a parking garage, community center, or wastewater treatment plant, the estimated construction cost of which exceeds \$500,000. This provision does not apply to consulting or professional service contracts.

Apprenticeship Program

The Contractor shall comply with the City of Orlando's Apprenticeship Program ("Program") requirements. The goal of this Program is to have 10% of the Contractor's and first tier subcontractors' work hours sourced from registered State of Florida Pre-Apprenticeship/Apprenticeship Programs, if available. The General Conditions of the Contract Documents provide a listing of the only trade positions recognized by the City of Orlando as qualified to meet the intent of this Program and that will be credited to meeting the Program goal. The Bidder must, at the time of bid opening, submit the name(s) of the registered State of Florida Pre-Apprenticeship/Apprenticeship Program provider(s) that it will utilize.

8. Real Estate Manager
- a. The Real Estate Division Manager or designee has the authority to execute standard form facility use agreements and form polling place agreements, for short term licenses for City property managed by the Real Estate Manager.
- b. The Real Estate Division Manager or designee also shall have authority to execute form trespass warnings, Notices of Commencement, and demolition permits on behalf of the City, as well as other documents as outlined in City Policy & Procedure 433.1.
9. It is the policy of the City that all goods and services procured with respect to employee service, achievement or M.E.R.I.T.S. awards and any entertainment and events related to employee appreciation or the M.E.R.I.T.S. program shall be procured by the Bureau of Purchasing and Materials Management. Up to the limits of his

own authority, the Director of Purchasing shall have the authority to delegate the procurement of any such items to the Chief Administrative Officer.

10. Office of Neighborhood and Community Affairs

- a. The Director has the authority to execute contracts or agreements for entertainment programs and events within budgeted amounts up to \$10,000.00.

11. Office of Communications

- a. The Director has the authority to execute contracts or agreements for entertainment programs and events within budgeted amounts up to \$5,000.00.

12. Downtown Development Board

- a. Pursuant to policy enacted by the Downtown Development Board on March 26, 2008 and codified as Policies and Procedures 1250.1, the Executive Director has the authority to approve and execute contracts for entertainment in conjunction with downtown special events, farmer's market vendor agreements, printing or purchase of print marketing materials and photographs for the marketing of Downtown Orlando, and feasibility studies related to the uses within the downtown development area within budgeted amounts not to exceed \$10,000.00 per contract.

13. Community Redevelopment Agency

- a. Pursuant to policy enacted by the Community Redevelopment Agency on April 21, 2008, and codified as Policies and Procedures 1240.1, the Executive Director has the authority to approve and execute contracts for the repair and maintenance of downtown streetscape (including landscape) and Community Redevelopment Agency infrastructure items, assets and property, and for the performance of feasibility studies related to uses within the Community Redevelopment Area, within budgeted amounts not to exceed \$10,000.00 per contract.

H. Routing

If the contract requires City Council action, it shall be sent by the requesting Office (except for contracts drafted by Purchasing, which will draft and sign agenda items regardless of who the requesting Office is) to the City Clerk's

Office with a completed Agenda Item by noon of the Wednesday preceding the next Council meeting. The City Clerk's Office will process the documents, place them on City Council Agenda for action, file the documents and maintain the public record, as appropriate.

Prior to execution by the non-City party:

1. Contracts which deal with the purchase, sale, or transfer of land, with the exception of cemetery spaces, shall be sent to the Real Estate Division Manager, Finance Department, by the generating Office.
2. Contracts which are revenue generating shall be sent to Internal Audit and the Finance Department by the generating Office.
3. Contracts which deal with construction or related professional services (other than employee contracts and contracts procured by Purchasing), shall be sent to the Public Works Department, by the generating Office prior to submission to the City Clerk's office.

I. Numbering System

Each contract created for a particular purpose shall be given an identifying number from the database. This is to facilitate the tracking of contracts and insurance requirements through a database. The numbering system will be a uniform, City-wide system implemented by Information Systems.

Purchasing, the City Attorney's Office, Public Works, and Orlando Venues Department will be given the authority to issue contract numbers. All generating Offices shall include a database generated contract number on each contract. This number shall be entered into the Contracts and Insurance System database for review by the City Attorney's Office and submission to the City Clerk's Office.

J. Certificate of Insurance

Whenever required by the terms of a contract or when any party uses any City facility or performs services on any property owned or leased by the City of Orlando, (other than routine deliveries), a Certificate of Insurance shall be filed with the City, (i.e., generating Office) unless specifically exempted by this policy. If required by the contracting City Office, forms supplied by the City shall be filled out by the contracting party's insurance company.

K. Insurance Requirements

Attachment A to this procedure, titled "Insurance Requirements for Specifications," prescribes the various types of insurance requirements and the required amounts of coverage. These insurance requirements shall be included in Invitations to Bid, facility use agreements, lease permits, or other procurement forms or contracts as applicable. These requirements may be waived or altered upon review and approval of the City Attorney's Office.

The insurance requirement shall be waived by the Chief Administrative Officer if the activity proposed by the applicant involves (1) expressive speech protected by the First Amendment to the United States Constitution, (2) will occur in a public forum, (3) does not include liability or property damage risk factors beyond those typically associated with the ordinary public use of the property, (4) the insurance requirement would be so financially burdensome that it would preclude the applicant from exercising First Amendment rights, and (5) adequate alternate channels of expression are not available. Within seven (7) days of a request, the Chief Administrative Officer shall render a written decision on whether the insurance requirement shall be waived and shall set forth the reasons for the decision. Applicants wishing to appeal the decision of the Chief Administrative Officer may file a request for immediate judicial review with a court of competent jurisdiction or, in the alternative, may file an appeal to City Council within five (5) days after receipt of the notice of denial by filing a written notice with the Chief Administrative Officer, with a copy to the City Clerk, and such appeal shall be considered at the next regularly scheduled City Council meeting. Applicants wishing to appeal the decision of City Council may file a request for immediate judicial review with a court of competent jurisdiction.”

L. Responsibility of Implementation

If a contract for a particular purpose is generated by Purchasing & Materials Management Bureau, the City Attorney’s Office, Orlando Venues Department, or Public Works, it shall be the duty of that generating Office to inform the contracting party that insurance is required before any work is performed. The contracting party will be responsible to expedite and obtain the necessary Insurance Certificate.

The generating Office shall include in the body of the purchase order, facility use agreement, lease permit, Invitation to Bid, or other procurement form or contract an appropriate statement calling attention to the non-City party the fact that an Insurance Certificate must be filed with the City within the limits set in Attachment A.

Each Office shall designate an individual who shall act as a Compliance Officer to ensure that the certificates of insurance are provided, are correct, and contain the insurance coverage which is required by the City. If the Compliance Officer is unable to determine the validity of a certificate, the attorney designated for that Department shall be contacted for assistance.

In all instances, regardless of which Office initiates a contract, the requesting Office shall ensure that a certificate of insurance is provided and that data is entered into the Contracts and Insurance System database.

M. Failure of Contracting Party to File

If the contractor-vendor or other non-City contracting party fails or refuses to file the necessary Insurance Certificate within fifteen (15) calendar days of award (unless otherwise specified in the contract), the contractor, vendor, or other contracting party shall be considered in default and the contract or purchase order may be cancelled without further notice if the contractor, user or vendor fails to so comply.

N. Hold Harmless Provision

In addition to the insurance requirements specified herein, a Hold Harmless Provision will be required for service contracts and for the use of special facilities.

This provision may be waived or altered only upon review and approval of the City Attorney's Office.

:5 FORMS:
None.

:6 COMMITTEE RESPONSIBILITIES:
None.

:7 REFERENCE:
Chapter 2 of the City Code. Procedure adopted by City Council February 6, 1989, Item 7, A-17; amended June 21, 1993, Item 2-P; amended October 19, 1998, Item 4-EE; amended January 25, 1999, Item 3-O; amended April 3, 2000, Item 2PPP, amended August 13, 2001: amended September 9, 2002, Item B31; amended July 28, 2003, Item A4, amended August 25, 2003, Item A16; amended June 21, 2004, Item New Business #3; amended August 29, 2005, Item A2; amended February 13, 2006, Item A5; amended October 16, 2006, Item A14; amended March 26, 2007, Item A6; amended September 10, 2007, Item A5; amended September 8, 2008, Item A16; amended February 23, 2009, Item A-11.

:8 EFFECTIVE DATE:
This procedure effective February 23, 2009.

ATTACHMENT A

INSURANCE REQUIREMENTS FOR SPECIFICATIONS

TYPE I

1. Furnishing and installing equipment and maintenance and repair services, including:
 - Office Equipment
 - Air Conditioners
 - Data Processing Equipment
 - Communications Equipment
 - Laboratory Equipment
 - Fire Alarm Systems
 - Security Alarm Systems
2. Lease Agreements (heavy equipment, etc.) with contractor's or City's operators
3. Moving Contractors (furniture, equipment, etc.)
4. Service Contracts, including:
 - Lawn Maintenance
 - Janitorial Services
 - Exterminating Services

TYPE II

1. Towing Service
2. Services requiring overnight storage of City vehicles at contractor's location

TYPE III

1. Medical Testing/Medical Services and Facilities

TYPE IV

1. Maintenance and Repair Services; i.e., elevators
2. Security Guard Services
3. Construction and Renovation Projects
4. Contractor-type Assistance; i.e., plumbers, electricians, carpenters, painters

TYPE V

1. Leases or use agreements for City facilities. Applications which assert a protected status under the First Amendment shall be reviewed by the City Attorney's Office prior to the implementation of insurance requirements.

TYPE VI

1. Public Event Insurance; i.e., parades, festivals, fairs, etc., which are not protected by the First Amendment. Applications which assert a protected status shall be reviewed by the City Attorney's Office prior to the implementation of insurance requirements.

For each of the following identified types, the contractor shall furnish the requesting Department certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the agreement. Said policies shall provide that the City be an additional insured and be notified in writing of any cancellation or modification of said policy(ies) at least thirty (30) days prior to the effective date of said cancellation or change. Insurance requirements as listed herein may be increased, decreased, or modified should the generating office, subsequent to review by the City Attorney's Office, determine that the circumstances warrant the change.

TYPES I, IV, VI

- a. **Public Liability Insurance**
Public Liability Insurance, issued by a responsible insurance company and in a form acceptable by the City, protecting and insuring against all the foregoing with coverage limits of not less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to or death to one or more than one person; and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
- b. **Automobile Liability Insurance**
Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000) per person/per occurrence and property damage coverage of Fifty Thousand Dollars (\$50,000) per occurrence.
- c. **Workers' Compensation Coverage**
Full and complete Workers' Compensation Coverage as required by State of Florida law.

All insurance policies required above shall be issued by companies authorized to do business and licensed under the laws of the State of Florida.

All insurance companies used by a contractor must be acceptable to the City.

TYPE II

- a. **Public Liability Insurance**
Public Liability Insurance, issued by a responsible insurance company and in a form acceptable by the City, protecting and insuring against all the foregoing with coverage limits of not less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to or to death to one or more than one

person; and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

- b. Automobile Liability Insurance
Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000) per person/per occurrence and property damage coverage of Fifty Thousand Dollars (\$50,000) per occurrence.
- c. Workers' Compensation Coverage
Full and complete Workers' Compensation Coverage as required by State of Florida law shall be provided except that it shall be required for all employees regardless of the total number of individuals employed by the employer/contractor.
- d. Garage Liability Insurance
Garage Liability Insurance in an amount not less than \$300,000 combined single limiter per occurrence for bodily injury and property damage endorsed to include:
 - 1) Automobile Service Operations
 - 2) Garage keepers legal liability covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism and malicious mischief.

All insurance policies required above shall be issued by companies authorized to do business and licensed under the laws of the State of Florida. All insurance companies used by a contractor must be acceptable to the City.

TYPE III

The Contractor shall furnish the requesting Department certificate(s) on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the Agreement. Said policies shall provide that the City be an additional insured and be notified in writing of any cancellation or modification of said policy(ies) at least thirty (30) days prior to the effective date of said cancellation or change. Insurance requirements as listed herein may be increased, decreased or modified should the generating Office, subsequent to review by the City Attorney's Office, determine that the circumstances warrant the changes.

- a. Public Liability Insurance
Public Liability Insurance, issued by a responsible insurance company and in a form acceptable by the City, protecting and insuring against all the foregoing with coverage limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person/per occurrence for bodily injury to or death to one or more than one person; and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage.
- b. Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per person/per occurrence and property damage coverage of Fifty Thousand Dollars (\$50,000.00) per occurrence.

- c. **Workers' Compensation Coverage**
Full and complete Workers' Compensation Coverage as required by State of Florida law.
- d. **Proof of Medical Malpractice Insurance**
Proof of Medical Malpractice insurance, with coverage in the minimum amount required by the laws of the State of Florida, or in the alternative One Million Dollars (\$1,000,000.00) for each claim and Two Million Dollars (\$2,000,000.00) aggregate, will be furnished to the City prior to the commencement of work.

All insurance policies required above shall be issued by companies authorized to do business and licensed under the laws of the State of Florida.

All insurance companies used by a Contractor must be acceptable to the City.

TYPE V

- a. **Public Liability Insurance**
Public Liability Insurance, issued by a responsible insurance company and in a form acceptable by the City, protecting and insuring against all the foregoing with coverage limits as detailed in the attached outline for the Families, Parks & Recreation Department and for the Orlando Venues Department.
- b. **Automobile Liability Insurance**
Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000) per person/per occurrence and property damage coverage as detailed in the attached outline for the Families, Parks & Recreation Department and for the Orlando Venues Department.
- c. **Workers' Compensation Coverage**
Full and complete Workers' Compensation Coverage as required by State of Florida law.

All insurance policies required above shall be issued by companies authorized to do business and licensed under the laws of the State of Florida.

All insurance companies used by a contractor must be acceptable to the City.

ORLANDO VENUES DEPARTMENT

CLASS I	CLASS II	CLASS III
Non-profit Fund-raisers	Plays	Tractor Pulls
Lacrosse practices/games	Musicals/Concerts(Bob Carr)	Baseball
Rugby practices/games	Expo Shows	Concerts(Arena)
Events w/less than 500 participants	Events w/500 or more participants	Football
Weddings		Races

FAMILIES, PARKS & RECREATION DEPARTMENT

CLASS I	CLASS II	CLASS III
Card Games/Clubs	Tot Lot programs	Sports events
Instructional classes	Adult Fitness	Aquatic events
Non-mechanical	Aerobics	Karate
Basketweaving	Ballroom dancing	Gymnastics
Ceramics	Dog shows	Carnivals
Weddings	Boat rental	
Facility rentals		

For Class I events, insurance is optional and is to be at the discretion of the Office. The Office will consider the number of individuals involved in the event as well as the nature of the activity.

For Class II events, a general liability insurance of One Hundred Thousand Dollars (\$100,000) is recommended which is to cover both property and general liability.

For Class III events, the City will require a minimum of not less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000) per person/per occurrence and property damage coverage of Fifty Thousand Dollars (\$50,000) per occurrence.