

Attachment 3
INSURANCE REQUIREMENTS

Request for Proposals
ARCHITECTURE AND ENGINEERING (A/E) SERVICES
FOR FEMA PA DR-4339-PR PROJECTS #105720 & #105721
Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico
DOCUMENT NUMBER # RFP-2023-003

The Proposer before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the Local Redevelopment Authority for Roosevelt Roads (LRA), two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

1. Insurance - General. The Selected Proposer must provide evidence of the following insurance coverages, prior to commencing the contracted services:

- a. Workers' Compensation Insurance Policy issued by the Puerto Rico State Insurance Fund
- b. Employer's Liability
- c. Commercial General Liability Insurance
- d. Commercial Umbrella Liability
- e. Automobile Liability Insurance
- f. Professional Liability Insurance

All the above referred policies must be satisfactory to the LRA in compliance with the law, and in form and amount properly sufficient to protect the LRA and shall be placed with insurers properly authorized/licensed by the Puerto Rico Insurance Commissioner to conduct insurance business in Puerto Rico.

It shall be the responsibility of the Selected Proposer to always maintain the required insurance coverage. Failure to maintain adequate coverage shall not relieve the Selected Proposer of any contractual responsibility or obligation. The certificates filed with the LRA shall state that thirty (30) days written notice will be given to the LRA before any policy covered thereby is changed or canceled.

If at the due date of the policies, the professional services contract is still ongoing and the Selected Proposer has not renewed the policies, the LRA can renew them and deduct the amount paid for the premium from the next payment.

2. Workers' Compensation and Employer's Liability. This insurance shall protect the Selected Proposer against all claims under applicable state workers' compensation law. The Selected

Proposer shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not all within the provisions of a workers' compensation law. The liability limits shall not be less than:

- | | |
|---------------------------------|-------------------------|
| 1. Workers' Compensation | Statutory |
| 2. Employers Liability Stop Gap | \$1,000,000 each person |

3. Commercial General Liability Insurance.

- a. Commercial General Liability insurance shall be written in comprehensive form and shall protect the Selected Proposer against all claims arising from injuries to members of the public, damage to property of others, and /or personal injury, arising out of any act or omission of the Selected Proposer, his agents, and/ or employees.
- b. In addition, this policy shall specifically insure the contractual liability assumed by the Selected Proposer; coverage shall include premises, ongoing and completed operations, products liability, personal injury, and independent contractors.
- c. The LRA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. The Commercial General Liability insurance shall also carry an endorsement in form satisfactory to the LRA to the effect that the Selected Proposer shall save and hold harmless the LRA from any claims and damages, and a waiver of subrogation provision in favor of the LRA.

d. The liability limits shall not be less than:

- i. General Aggregate..... \$1,000,000
- ii. Products-Completed Operations Aggregate:..... \$2,000,000
- iii. Personal & Advertising Injury: \$1,000,000 each occurrence
- iv. Bodily Injury..... \$1,000,000 each occurrence
- v. Property Damage..... \$1,000,000 each occurrence
- vi. Damage to Property of Others..... \$100,000
- vii. Medical expenses..... \$10,000

- e. Upon completion of the professional services contracted the Selected Proposer must renew this policy for at least three (3) additional years (and/or provide evidence of extended completed operations endorsement) to ascertain completed operations coverage continuity

4. Commercial Umbrella Liability Insurance.

- a. Commercial umbrella liability insurance shall be written in comprehensive form and shall protect the LRA against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Selected Proposer,

his agents, and/ or employees, in excess of the applicable primary liability insurance policies here required.

- b. The LRA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. The Commercial Umbrella Liability insurance shall also carry an endorsement in form satisfactory to the LRA to the effect that the Selected Proposer shall save and hold harmless the LRA from any claims and damages, and a waiver of subrogation provision in favor of the LRA.
- c. Upon completion of the project, the Selected Proposer must renew this policy for at least three (3) additional years (and/or provide evidence of extended completed operations endorsement) to ascertain completed operations coverage continuity. The commercial umbrella policy liability limit required shall be no less than \$5,000,000.

- 5. Commercial Automobile Liability Insurance.** Automobile Liability insurance shall be written in comprehensive form and shall protect the Selected Proposer against all claims for injuries to member of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned, borrowed, or hired, with a \$1,000,000 combined single insured limit.

The LRA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. The Commercial Auto Liability insurance shall also carry an endorsement in form satisfactory to the LRA to the effect that the Selected Proposer shall save and hold harmless the LRA from any claims and damages.

- 6. Professional Liability Insurance.** Professional liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Contract. A claims-made policy that is not renewed or replaced shall have an extended reporting period of three years.
- 7. Subcontractor's And Subcontractor's Insurance.** The Selected Proposer shall, throughout the performance of services under the Contract, procure and maintain in effect, and require, if permitted by this contract to subcontract any services, all subcontractors and others performing any such services to maintain in effect, insurance of the types and with limits not less than the minimum amounts specified above, or insure the activity of his subcontractors in his own policy. The LRA is to be named on the required subcontractors' policies as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.