

## EXHIBIT D

### 2016 - 2017 INSURANCE REQUIREMENTS

---

**1. SUBRECIPIENT Insurance.** SUBRECIPIENT, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUBRECIPIENT'S insurance coverage and shall not contribute to it. The City must be listed as an additional insured.

**2. Subcontractor(s)' Insurance.** If SUBRECIPIENT utilizes one or more subcontractors in the performance of this Agreement, SUBRECIPIENT shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of SUBRECIPIENT in this Agreement, unless SUBRECIPIENT and CITY both initial here \_\_\_\_/\_\_\_\_.

**3. Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required by a Multi-Peril policy or equivalent combination of Mono-Line policies providing at least the following minimum coverage and limits of liability.

**a.** Worker's Compensation written in accordance with the laws of the State of South Carolina and providing coverage for any and all employees of SUBRECIPIENT in the minimum statutorily required coverage amounts;

**b.** Automobile Liability Insurance for each of SUBRECIPIENT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Subrecipients employees or contractors), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by SUBRECIPIENT is not a material part of performance of this Agreement and SUBRECIPIENT and CITY both certify to this fact by initialing here \_\_\_\_/\_\_\_\_;

**c.** Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:

- (1) bodily injury;
- (2) personal injury;
- (3) broad form property damage;
- (4) contractual liability;
- (5) cross-liability;

**d.** Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by SUBRECIPIENT and CITY here \_\_\_\_/\_\_\_\_;

**e.** Workers' Compensation policy written in accordance with the laws of the State of South Carolina and providing coverage for any and all employees of SUBRECIPIENT.

**4. Other Insurance Provisions.**

**a.** If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, SUBRECIPIENT agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. SUBRECIPIENT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this

Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

**5. Endorsements.**

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The City of Columbia, its employees, officers, agents and volunteers are hereby added as additional insured, but only as respects work done by, for, or on behalf of the named insured under Agreement with the City of Columbia."

(2) "Thirty (30) days prior written notice shall be given to the City of Columbia in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

**6. Proof of Coverage.**

a. SUBRECIPIENT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate of Insurance for all required coverage. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Columbia, which shall be provided by SUBRECIPIENT'S insurance company as evidence of the stipulated coverage. This Proof of Coverage shall then be mailed to the City of Columbia at the following address:

City of Columbia Community Department  
1225 Lady Street, Ste 102  
Columbia, South Carolina 29210  
Attention: **Compliance Officer**

Agency Name: \_\_\_\_\_

Agency Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_