

EXHIBIT “2”

TO CONTRACT BETWEEN TINDALL HAMMOCK IRRIGATION AND SOIL CONSERVATION DISTRICT AND _____

INSURANCE REQUIREMENTS

1. The Operator will, at his own expense, purchase and maintain such insurance as will protect the Owner and the Operator from any claims under workers' compensation laws; disability benefit laws, or other similar employee laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, or any person other than its employees including claims insured by usual personal injury liability coverage; from claims for injury to or destruction of tangible property, including loss of use resulting therefrom – any or all of which may arise out of or result from the Operator's operations under the Contract Documents, whether such operations be by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts may be legally liable.
2. Operator shall provide all major divisions of coverage and be on a comprehensive basis including:
 - a. Premises Operations (Including X, C, and U coverages as applicable)
 - b. Independent Contractor's Protective
 - c. Products and Completed Operations
 - d. Personal Injury Liability with Employment Exclusion deleted
 - e. Contractual Liability
 - f. Owner, non-owned, and hired motor vehicles
 - g. Broad Form property damage, including Completed Operations
3. The limits of insurance shall provide coverage for not less than the following amounts or greater where required by law or regulations and the minimum coverages shall be as follows:
 - a. Workers' Compensation, etc.
 - i. State Statutory
 - ii. Applicable Federal Statutory (e.g. Longshoreman's and/or Maritime)

- iii. Employer's Liability
 - \$1,000,000/by accident-each accident
 - \$100,000/by disease-employee
 - \$100,000/by disease-policy limits
 - b. Contractor's Liability Insurance, which also includes completed operations, product liability coverages, elimination of the exclusion with respect to property under the care, custody, and control of the contractor and; independent contractors; contractual broad form property damage:
 - i. General Aggregate (Except Products – Complete Operations) \$2,000,000
 - ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury (Per Person/Organization) \$1,000,000
 - iv. Each Occurrence (Bodily Injury & Property Damage) \$1,000,000
 - v. Property Damage Liability Insurance will provide explosion, collapse, and underground coverages where applicable \$1,000,000
 - vi. Excess Liability
 - General Aggregate \$2,000,000
 - Each Occurrence \$2,000,000
 - vii. Fire Damage (any one fire) \$50,000
 - c. Automobile Liability
 - i. Bodily Injury:
 - Each Person \$1,000,000
 - Each Occurrence \$2,000,000
 - Property Damage:
 - Each Occurrence \$1,000,000
 - or
 - ii. Bodily Injury and Property Damage Combined Single Limit:
 - Each Occurrence \$2,000,000
 - Aggregate \$2,000,000

- d. The Contractual Liability coverage shall provide coverage for not less than the following amounts:
- | | |
|---|-------------|
| i. General Aggregate | \$2,000,000 |
| ii. Bodily Injury and Property Damage
Combined Each Occurrence | \$2,000,000 |
- e. Additional liability coverage for Owner shall be provided by endorsement as an additional insured on Contractor's General Liability Policy. Add the following name:
- Owner: Tindall Hammock Irrigation & Soil Conservation District
888 South Andrews Avenue, Suite 302
Fort Lauderdale, Florida 33316
- f. Acceptance of a Certificate of Insurance by District for coverage of limits less than specified herein shall not waive the requirements of this section or reduce the Operator's liability below the limits specified herein.
4. Operator shall purchase and maintain additional property insurance as may be required by Laws and Regulations, which insurance will include the interest of Owner, Operator, Subcontractors, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
5. The Operator shall maintain all insurance as required for the Work. Operator shall make appropriate provisions with insurers providing the proper endorsements, if required.
6. Owner shall not be responsible for purchasing and maintaining any insurance to protect the interest of the Operator, Subcontractors, or others in the Work. The stated limits of insurance required are minimums only. Operator shall determine the limits that are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. In any event, Operator is fully responsible for all losses arising out of, resulting from, or connected with services provided under this Contract, whether or not said losses are covered by insurance. The acceptance of certificates or other evidence of insurance by the Owner and others listed as additional insured and the Supplementary Conditions that in any respect do not comply with the Contract requirements does not release the Operator from compliance herewith.
7. Consideration for Operator's indemnification obligations for owners (or their employees or agents) liability for damage to persons or property caused in whole or in part by any act, omission, or default of owner (or their employees or agents)

arising from the contract or its performance and to comply with Fla. Stat. § 725.06 is included in Contract Price.

8. The Owner and Operator waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided for this work, except such rights as they may have to the proceeds of such insurance. The Operator shall require similar waivers by subcontractors.
9. At the request of the Owner, the Operator shall provide copies of all insurance policies for Owner's review.