INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INSURANCE

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by COI360, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to COI360 c/o MDi Data at PinellasSupport@MDiclaims.io by the Agency or their agent prior to the expiration date.

1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Agency of this requirement to provide notice. Regardless of notification, it remains the Agency's obligation to, at all times, maintain the requisite insurance.

2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Primary Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

1) Require each sub-Agency to be bound to the Agency to the same extent the Agency is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub-Agency.

2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.

3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.

4) Provide a waiver of subrogation in favor of the County.

5) Assign all warranties directly to the County

6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents

INSURANCE REQUIREMENTS

to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) **Property Insurance** AGENCY is required to provide an evidence of property coverage in an amount of $105,630.00 or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name PINELLAS COUNTY as loss payee.

RECOMMENDED INSURANCE COVERAGE FOR CONSTRUCTION CONTRACTOR

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

INSURANCE REQUIREMENTS

2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No crane weight, jig or boom exclusion allowed.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non- owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$1,000,000

4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No crane weight, jig or boom exclusion allowed.

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000