

ATTACHMENT 1 INSURANCE REQUIREMENTS

Notice: Provider's must provide a certificate of insurance and endorsement in accordance with the insurance requirements and procedures listed below.

a) Within 10 days of contract award or notification and prior to commencement of work, Providers shall email their certificate that is compliant with the insurance requirements to InsuranceCerts@pinellascounty.org If certificate received with the solicitation was a compliant certificate, no further action may be necessary. It is imperative that Provider's include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

b) 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.

c) If any insurance provided pursuant to the Agreement expires prior to the term of agreement, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Provider to the County at least thirty (30) days prior to the expiration date.

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d) Provider shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Provider from its insurer. Notice shall be given by Certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756** ; Nothing contained herein shall absolve Provider of this requirement to provide notice.

e) Should the Provider, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement. All insurance policies shall be from companies Licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.

f) 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 is a party to the agreement.

(2) Any company 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 awarded Provider.

(3) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Provider and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a Political Subdivision of the State of Florida as an Additional Insured. A copy of the actual endorsement or policy declaration page indicating such coverage

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must be submitted along with Certificate. Policies other than professional liability shall include a waiver of subrogation in favor of the County. Indicating coverage on certificate boxes alone is not adequate

(4) 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.

(5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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

g) The minimum insurance requirements and limits for this contract, 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) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

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(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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) Property Insurance Provider will be responsible for all damage to its own property, equipment and/or materials.

(4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Per Occurrence	\$1,000,000
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Aggregate Limit	\$1,000,000
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(5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Provider may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$5,000,000
General Aggregate	\$5,000,000