Exhibit B

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The "Owner" shall ensure that any Contractor(s) performing work shall obtain and maintain at all times during its performance insurance of the types and in the amounts set forth. 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. Prior to the start of any work on "Project", the "OWNER" shall provide the COUNTY with properly executed Certificates of Insurance(s) for all Contractor(s) to evidence compliance with the insurance requirements of the agreement. 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 three (3) for Additional Insured shall be attached to the certificate(s).

No work on "Project" shall commence under this agreement unless and until the required Certificate(s) of Insurance are received by the COUNTY. Receipt by the COUNTY of any Certificate 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 of Insurance is in compliance with the requirements of the Agreement.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the Contractor(s) to meet the requirements of this Agreement shall be endorsed to include Pinellas COUNTY, a political subdivision of the State of Florida and the "Owner" as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the "OWNER" to the COUNTY at least thirty (30) days prior to the expiration date.

"OWNER" 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 "OWNER" or Contractor from its insurer(s). Notice shall be given by certified mail to: Pinellas COUNTY Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve "OWNER" of this requirement to provide notice.

Should the "OWNER" or Contractor(s), at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used.

Each insurance policy shall include the following terms and/or conditions in the policy:

1) 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 the "OWNER".

- 2) 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.
- 3) 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.
- 4) All policies shall be written on a primary, non-contributory basis.
- 5) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the Contractor(s) are only using employees named on such list to perform "Project "work for the "OWNER".
- 6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY and the "OWNER".
- 7) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit Florida Statutory

Employers Liability Limits

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

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

Limits

\$ 2,000,000
\$ 2,000,000
\$ 1,000,000
\$ 1,000,000

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

Limit

Combined Single Limit Per Accident

\$1,000,000

(D) Property Insurance: "OWNER" is required to provide an evidence of property coverage for "Project" location including improvements for the duration of the agreement and the "Restricted Period" combined.